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CURRENT TOPICS

Land Registry Report

THE Chief Land Registrar's "Report to the Lord Chancellor on H.M. Land Registry for the Financial Year 1959–60" (H.M.S.O., 1s. 6d.) reports an increased volume of work during the year under review. The total amount of work received in the Registration of Title Department was nearly 30 per cent. greater than in 1958 but as almost 32 per cent. more work was done there was an improvement in the time taken to complete all categories of registration. Even so solicitors will enthusiastically endorse the hope expressed by the Chief Land Registrar that a further reduction of time may be achieved this year. Sometimes clients find it hard to believe that the Land Registry rather than their solicitors are responsible for the five or six weeks required by the registry. With averages last year of 34·6 working days needed by the registry to complete first registrations in compulsory areas, 35·3 days for dealings in those areas (excluding official searches and office copies), 45·5 days for first registrations in non-compulsory areas and 35·7 days for dealings there, we feel for solicitors and their clients whose matters took periods in excess of the average. Personal searches of index maps rose by 74 per cent. (over a third of the total being made by telephone), and applications for official searches of the maps by 24·8 per cent. In welcoming this increase the report says that it "is a welcome sign of the growing realisation of the importance of ascertaining by this means that land which is being sold as unregistered is in fact not registered. There is no other safer or surer method of ascertaining the fact, for the accuracy of a certificate of the result of an official search and of the index maps themselves is guaranteed. Moreover, there is no charge for making either an official or a personal search." The Land Charges Department had its busiest year with over 2¼ million applications, an increase of 15·5 per cent. over 1958. The report complains of a substantial increase in the number of applications which were accompanied by insufficient fees and necessitated the distribution of reminders for outstanding fees, and threatens that this trend may make it necessary to insist on applications being accompanied by the full fees as required by the Land Charges Rules, 1925.

Tombola for "Private Gain"?

WE must admit that, at first sight, we were surprised by the decision of the Huddersfield magistrates that when tombola is played in a friendly and trades club and the profits of the game are used to finance all the amenities and social activities of the club, the game is played for "private gain"

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within s. 4 of the Small Lotteries and Gaming Act, 1956, and is therefore unlawful. It has been assumed that such activities are lawful if the other conditions laid down by s. 4 of the 1956 Act are complied with, but there does not seem to be any judicial authority as to the meaning of the words "private gain" in this context. Indeed, we have been unable to find any case decided in Great Britain or in any other part of the Commonwealth in which the meaning of these words has been considered. "'Gain' is something obtained or acquired. It is not limited to pecuniary gain . . . And still less is it limited to commercial profits" (per Jessel, M.R., in *Re Arthur Average Association for British, Foreign and Colonial Ships; ex parte Hargrove & Co.* (1875), L.R. 10 Ch. App. 542), but as to what is "private gain" the reports appear to be silent. However, this expression has been interpreted in several cases in the United States and in *District of Columbia* v. *Mt. Vernon Seminary* (1938), 100 F. 2d. 116, for example, the Court of Appeals for the District of Columbia decided that a corporation which operated a private school for girls and which had not, since its incorporation, distributed any profits to any individual, although the operation of the school had resulted in a net profit, was entitled to exemption from property tax because the property was not used for "private gain." The court was of the opinion that "the term 'private gain' as used in the statute has reference only to gain realised by any individual or stockholder who has a pecuniary interest in the corporation and not . . . to profits realised by the institution but turned back into the treasury or expended for permanent improvements." Of course, legally, the position of a school is different from that of an institution which exists solely for the private benefit of its members (see, e.g., *Thomson* v. *Shakespear* (1860), 1 De G. F. & J. 399), and it is this difference which makes us slow to criticise the Huddersfield decision. We understand that there is to be an appeal to the High Court and the outcome of this appeal will be of the greatest importance in relation to some of the provisions of the Betting and Gaming Act, 1960, as well as to s. 4 of the Small Lotteries and Gaming Act, 1956.

Smell Not a Nuisance

In a recent case in the Oxford County Court the proprietor of an hotel alleged that offensive smells of cooking, which were said to have originated in a nearby hamburger bar, were constantly allowed to enter the hotel, causing her loss of profit and a drop in the value of her business, and she sought damages and an injunction on the ground of nuisance. This case reminded us of *Adams* v. *Ursell* [1913] 1 Ch. 269, where Swinfen Eady, J., adopted the test laid down by Knight-Bruce, V.-C., in *Walter* v. *Selfe* (1851), 4 De G. & Sm. 315, at p. 322, that a nuisance is "an inconvenience materially interfering with the ordinary comfort physically of human existence, not merely according to elegant or dainty modes and habits of living, but according to plain and sober and simple notions among the English people." In *Adams* v. *Ursell*, *supra*, it was found that a fried-fish shop, carried on in close proximity to a dwelling-house, may cause an actionable nuisance. Swinfen Eady, J., had "no doubt that the plaintiff has proved that having the odour pervading his house is an intolerable inconvenience," and in his lordship's judgment he had made out a case of nuisance at common law. The plaintiff in the recent case at Oxford was less fortunate as in that case it seems that the court was not satisfied that the plaintiff had succeeded in establishing an "intolerable inconvenience" or "an inconvenience materially interfering with the ordinary comfort physically of human existence." We must admit that in our experience the odour which comes from a hamburger bar is less offensive than the "divers noisome, noxious, and offensive vapours, fumes, smells and stenches" emitted from a tallow-chandlery (*Bliss* v. *Hall* (1838), 4 Bing. N.C. 183), fumes from a smelting works (*St. Helens Smelting Co.* v. *Tipping* (1865), 11 H.L. Cas. 642) or even smells from a fried-fish shop (*Adams* v. *Ursell*, *supra*), but there would seem to be no reason why, in a particular case, a person who suffers from the smell of hamburgers should not have a remedy, provided, of course, that such person can show that the smell was the cause of actual damage to him.

School Crossing Patrols

At a time when traffic wardens are making their début upon some of the streets of London, it is well to remember and acknowledge the effective work of the school crossing patrols. Statistics suggest that their labours are not in vain. However, their activities gave rise to an interesting case in Brighton Magistrates' Court. Section 2 of the School Crossing Patrols Act, 1953, provides that when between the hours of eight in the morning and half-past five in the afternoon a vehicle is approaching "a place in the road where children on their way to o. from school are crossing or seeking to cross the road," a school crossing patrol shall have power, by exhibiting the prescribed sign, to require the person driving or propelling the vehicle to stop it so as not to stop or impede the children's crossing, and if he fails to do so, he shall be guilty of an offence and liable on summary conviction to a fine not exceeding £20. In the recent case at Brighton it appears that a motorist was charged with this offence, but his solicitor submitted that as there was no evidence that the children concerned were in fact "on their way to or from school" the case should be dismissed. The magistrates upheld this submission and we accept that this decision was correct, but it may be questioned if it is wise and necessary to deprive children who are not "on their way to or from school" of the protection of school crossing patrols.

"L" Plates on Motor Cycles

It has become a common practice for motor cyclists who hold provisional licences to bind one of their "L" plates round the front fork of their machine, but it seems that this procedure does not satisfy the requirements of the Motor Vehicles (Driving Licences) Regulations, 1950. Regulation 16 (3) (*c*) requires that while a vehicle is being driven by a provisional licence holder it should clearly display in a conspicuous position on the front and on the back of the vehicle a distinguishing mark in the form set out in the Seventh Schedule to those regulations, i.e., a letter "L," red on a white background, 4" × 3¼" × 1¼". In a recent case at Southend Magistrates' Court it appeared that a learner motor cyclist had an "L" plate wrapped round the fork of his machine and it was said that the effect of this was to produce a red bar which did not resemble an "L" plate. The motor cyclist was fined £1 for this offence and we imagine that many motor cyclists will have been disturbed by this decision. To some extent we sympathise with them: it cannot always be easy to find a convenient and "conspicuous position" in which to display a front "L" plate on a motor cycle.

COMPENSATION FOR LOSS OF PROFITS

It would be unfortunate if the recent Scottish case of *D. McEwing & Sons, Ltd.* v. *Renfrew County Council* [1960] S.L.T. 140, were regarded as settling the vexed question whether loss of prospective building profits is a legitimate item of claim under the Acquisition of Land (Assessment of Compensation) Act, 1919. It does seem probable, however, that following *McEwing* a building contractor employed to erect houses on the owner's ground will be unable to recover compensation for loss of profits in the event of its subsequent compulsory acquisition. This is only one of the unfortunate consequences of *McEwing*, which on any view cannot be regarded as a triumph of principle over authority, both being equally obscure.

The issue was initially a simple one. Rule 2 of s. 2 of the 1919 Act provided that compensation should be assessed on the basis of the value which the land would realise if sold in the open market by a willing seller. Rule 6 provided that :—

> " The provisions of r. (2) shall not affect the assessment of compensation for disturbance or any other matter not directly based on the value of the land."

Although r. 2 substituted market value for the mode of valuation which obtained under the Lands Clauses Acts, namely, a sale by an unwilling seller to a willing buyer, there was no practical difference between them. Moreover, r. 6 of the 1919 Act expressly saved compensation for disturbance, which had been a legitimate item of claim under the Lands Clauses Acts. In *Horn* v. *Sunderland Corporation* [1941] 2 K.B. 26, Scott, L.J., pointed out that the Lands Clauses Acts provided for compensation in respect of (i) the value to the owner of the land, and (ii) injurious affection or severance of his other lands. There was no express provision granting compensation in respect of damage to the land compulsorily acquired. It followed that disturbance must be part of the value to the owner of the land. Nevertheless, as Cripps on Compensation, 10th ed., at 4–216, remarks, although disturbance is part of the purchase money or price of the lands, it is distinct from the market value, i.e., r. 2. It is in the nature of a personal loss which the owner could not recover by selling in the open market. This loss might consist of the expenses of removal and reinstatement, loss of prospective profits and, in the words of r. 6, " any other matter not directly based on the value of the land."

Facts of *McEwing's* case

In *McEwing*, the claimants, a firm of building contractors, purchased from the Admiralty certain lands in Greenock with entry at 15th May, 1956. The purchase price was £2,255. The purchase was made with a view to developing the site as a residential housing estate. It was agreed for the purposes of the hearing that the site was the only sizeable site in Greenock suitable for such development. Planning permission was duly granted to erect a total of forty-five houses on the site, but on 4th December the county council notified the claimants that a compulsory purchase order had been made in relation to the site. The claimants made objections but subsequently withdrew them, and on 20th August, 1957, the order was confirmed. On 27th August, 1957, a notice to treat was served on the claimants, who accordingly claimed compensation amounting to over £25,000. The claim comprised (i) the market value of the land, (ii) abortive expenditure upon it, and (iii) a loss of prospective profits amounting to about £11,000. After a discussion before the arbiter on the relevancy of this item, the arbiter stated :—

> " I shall accordingly take into account in assessing the compensation due such loss of profit as the claimants may satisfy me by proof that they have suffered except in so far as such loss may already be reflected in their statement of the value of the land. I can find no reason that they are not on principle entitled to be compensated for loss of future profits."

The county council appealed by stated case to the First Division of the Court of Session. It was held that in the circumstances the claim for loss of profit was not a disturbance claim and the arbiter was not entitled to take it into account in assessing compensation.

Decision on relevance

It should be realised at the outset that *McEwing* was a decision on relevance. The issue was simply whether if the facts set forth by the claimants in their statement of claim were true, these facts would entitle them to attempt to prove that some at least of the loss of prospective profits was not reflected in the market value of the land. Any question of quantification or apportionment of compensation between r. 2 and r. 6 was a matter for the arbiter. The *ratio* of the First Division was twofold : (i) accepting as true the claimants' statement of facts, this did not amount to a disturbance claim under r. 6 ; and (ii) assuming it did, the prospective profits were already valued in the market value of the land. It is apparent that whereas the first ground of the decision may lie in the particular circumstances of the case, the second is a matter of principle. In his opinion, Lord Sorn made it clear that if some compensation under r. 6 were already included in r. 2, that would be no reason for disallowing the loss of profit claim. Lord Sorn continued :—

> " It is simply a claim for prospective profits and it seems to me that a claim for prospective profits as such cannot be a good disturbance claim."

Lord Sorn wished to guard himself against being understood to say that in no circumstances could a claim with a loss of profit element be advanced by building contractors who had been dispossessed. A case could be figured where the compulsory acquisition so dislocated the business that for some period at least they could not engage in other contracts. But in the present case they were free to do so.

The Lord President (Clyde), who gave the leading opinion, went much further. Having pointed out that on the facts this was not a disturbance claim at all, Lord Clyde referred to the case of *Pastoral Finance Association, Ltd.* v. *The Minister* [1914] A.C. 1083, and stated on principle that :—

> " Prospective future profits on future prospective developments cannot be claimed in addition to the market value of the land."

This statement may be strictly obiter but, in so far as it proceeded on certain dicta of Lord Moulton in the *Pastoral Finance Association* case, it may be rather misleading. There the Privy Council were concerned to interpret certain provisions of the Public Works Act, 1900, of New South Wales. Section 117 of this Act provides that in assessing compensation not only the market value of the lands should be taken into account but also the damage caused to other lands by severance or the exercise of statutory powers. These provisions are admittedly very similar to the corresponding

provisions of the Lands Clauses Acts. Delivering the opinion of the Privy Council, Lord Moulton stated that the appellants were only entitled to have prospective profits brought into account "so far as they may fairly be said to increase the value of the land." By "value," Lord Moulton meant market value. What the *Pastoral Finance Association* case did not make clear, however, was whether a claim for disturbance was competent under the 1900 Act. As in the Lands Clauses Acts, there is no express statutory provision for disturbance, but unlike them there appears to be no general provision that the owner is entitled to recover the value of the land to him. Section 94, introducing Pt. VII of the Act, which deals with assessment, states that the owner shall be entitled to receive by way of compensation "such sum of money as shall be agreed or otherwise ascertained."

Earlier authorities

If this unexplained lacuna in the *Pastoral Finance Association* case detracts from Lord Clyde's broad statement of principle, the situation is little better with regard to previous English authority. In the early case of *R.* v. *Hull Dock Co.* (1846), 3 Ry. & Can. Cas. 795, the court had occasion to interpret the provisions of the Hull Dock Act, 1845. Section 117 of that Act provided that compensation should be recoverable in respect of "damage before the injury, and future damage temporary and permanent." This was held to be wide enough to permit the person dispossessed to recover, in addition to a sum in respect of his interest in the premises, compensation for his loss and damage which he would sustain in giving up his business. The first case which deals with modern planning procedure is, however, *Collins* v. *Feltham Urban District Council* [1937] 4 All E.R. 189. In that case the council, in accordance with the provisions of the Town and Country Planning Act, 1932, scheduled certain lands as an open space. The claimant appealed and on the dismissal of his appeal required the council to purchase the lands in accordance with s. 10 (6) of the Act. The lands were duly purchased but the question of compensation was remitted to an arbiter, who ultimately asked the court to determine whether, in addition to market value, the claimant was entitled to recover his anticipated profits. Lord Hewart, C.J., said no. As no reasons were given the grounds of the decision are obscure. It may be that *Collins* was not a Lands Clauses case at all. There was no compulsory purchase order, no special Act, and the provisions of the Lands Clauses Acts were not expressly incorporated in the 1932 Act. According to s. 10 (6), in the event of a disagreement as to the amount of compensation the question was to be determined by the 1919 Act. In the case of *Horn*, however (per Lord Greene, M.R.), it was settled that the 1919 Act did not *confer* a new right but merely saved the existing right to compensation and disturbance under the Lands Clauses Act. Accordingly, it may not have been possible to claim under r. 6 in *Collins*. If *Collins* was not in point there could be no such doubt about *George Wimpey & Co., Ltd.* v. *Middlesex County Council* [1938] 3 All E.R. 781. In that case building contractors had partially developed certain land as a building estate when it was apparently made subject to a compulsory purchase order. In contrast to *Collins* the case appears to have been argued as a disturbance claim. The same question was put to the court and it received the same answer. The difficulty in *Wimpey*, however, is that it is not clear whether the court followed *Collins*, which was a totally different case. In any event, no reasons are given and the matter is one of conjecture.

Scottish cases

The Scottish cases are a little clearer. In *Lanarkshire and Dumbartonshire Railway Co.* v. *Main* (1895), 22 R. 912, the person dispossessed had paid a rent of £4 per acre for the tenancy of a market garden on which he intended to erect glasshouses. The arbiter fixed compensation at £250 per acre. The issue in the case was whether, in assessing compensation on the considerable profits which the use of glasshouses was expected to bring, the arbiter had employed an incompetent method of valuation. Lord Kinnear was not prepared to say that in no case was a reasonable expectation of future profit to be taken into account. He stated that:—

> "The owner . . . was entitled not only to the market value of his interest but to full compensation for all the other loss which he may sustain through being deprived of his land."

The test was whether the loss of anticipated profits was a direct consequence of the loss of his land. A similar standard was applied in the English case of *Harvey* v. *Crawley Development Corporation* [1957] 1 Q.B. 485, where a private house was compulsorily acquired. In that case Romer, L.J., said that any loss which flowed from a compulsory acquisition could be recovered provided it was not too remote and was the natural and reasonable consequence of dispossession. It is an open question in the *Lanarkshire and Dumbartonshire* case whether any sum was awarded for market value or whether the whole lease was simply assessed on an estimate of prospective profits. The Lord Ordinary thought the issue was whether compensation should be payable both for the profits which the claimant could have made from the ground taken and for the profits which he could have made by erecting glasshouses. There seems nothing to prevent the first element being regarded as market value on the basis of the normal profitability of that type of land and the second as disturbance, personal to the claimant, assessed on the basis of future profits. Finally, in *Venables* v. *Department of Agriculture for Scotland* [1932] S.C. 573, the department compulsorily acquired a deer forest. The claimant, who was also the tenant on a ninety-nine years' lease, claimed personal loss arising out of his dispossession. The Second Division upheld his claim, the Lord Justice-Clerk remarking that "the person dispossessed should get compensation for all loss occasioned to him by reason of his dispossession." It was immaterial that there had been no business disturbance.

Conclusion

It is apparent that the decision in *McEwing* went much too far. The issue was only whether some part of the claimant's loss was not reflected in the market value of the land. It was strictly immaterial that his loss was not a disturbance claim as such, as in *West Suffolk County Council* v. *Rought* [1957] A.C. 403. Rule 6 did not save only disturbance claims. It saved every other matter not directly based on the value of the land and, as Lord Sorn recognised, it was difficult to say that the loss of prospective profits would not be confined *qua* profitability, within the four corners of market value. The view of the First Division was in effect that there had been no loss, the contractors being free to engage in other work elsewhere. The distinction is between cases such as *Rought* where a compulsory acquisition resulted in dislocation of the business, and the case of building contractors where there is no fixed business and consequently no dislocation. This distinction is, however, a matter of degree and cases are easy to figure where acquisition of the last site

in a certain area might seriously affect the business of contractors who were, for one reason or another, unable to move outside it. In that event, although the market value of the land might include profitability, it might bear no relation to the personal loss sustained. As these are questions of quantification and degree, they are questions for the arbiter. In *McEwing*, the First Division superseded the question put to them by a finding, giving reasons for their decision. It might have been better if they had followed *Collins* and *Wimpey* and given none.

H. M.

A SHOT IN THE ARM

EFFICIENCY and enthusiasm—breakfast meetings—heat—above all, friendliness and hospitality—these were the impressions left us at the end of a memorable week in Washington after the joint meeting of the American Bar Association and the British legal profession. We sadly said goodbye to Washington and to a host of friends, some old, some new—some American, some British. In that atmosphere it was impossible for the most churlish not to react to the warm temperature not merely of ninety degrees Fahrenheit but mainly of the goodwill and generosity of our hosts. British lawyers also met their colleagues from home in this atmosphere. "I'm Smith, from London—very glad to know you" took the place of the conventionally cool British "How d'you do?", and the sincere American "Come again soon" seemed to have so much more meaning than "Goodbye." Some of us even became articulate in the later stages.

Americans everywhere were interested to learn that our legal practitioners are 90 per cent. solicitors—19,000 solicitors to 1,900 barristers. We solicitors were particularly proud of the performance by our president of his arduous schedule of duties: Mr. Hicks was accepted on all sides as one of the outstanding speakers of the Convention, and scored a personal triumph which must be one of the greatest enjoyed by any president of The Law Society, displaying a skill and wit which delighted our hosts no less than his own brothers.

Sir Thomas in Washington

Dealing with personalities, Sir Thomas Lund was as usual not without his successes. Seen out in the early hours of the preceding morning (about his secretarial duties, of course?), he was yet able to out-crack the Americans with an astonishing flow of jokes at a breakfast session in spite or perhaps because of having lost his notes. The Americans loved his one about the articled clerk getting evidence on a ladder . . .

One of the many lessons was the example of enthusiasm and keenness provided by the Americans who held office in the A.B.A. or one of its many committees. Here are lawyers who take such a vital interest in their own government that one candidate standing for election to the House of Delegates (the Council of The Law Society is the nearest analogy) had a campaign manager and twelve supporters actively canvassing his election. It is an honour, not a drudgery, to serve on a committee of the A.B.A., and the standard of living achieved by American lawyers reflects the success their system has achieved. It made a lot of us think deeply, and volunteers to serve on Law Society committees may be much more readily forthcoming as a result.

Eavesdropping on "Ike"

Some of the British delegates appeared to have learnt American ways before their journey, and gave in Washington creditable if unwitting imitations of American tourists in London—minus, in most cases, the cigars. Some of the photographs were remarkably good, and President Eisenhower was heard to say at the White House: "You chaps have more cameras than a press conference." He and the First Lady of the United States very sportingly mingled for an hour with the tourists in the gardens of their temporary home, and allowed their hands to be shaken by innumerable visitors. ("This is one of the buildings the Redcoats forgot to burn," joked one of our hosts.)

Her Brittanic Majesty's Ambassador entertained us royally, and Lord Kilmuir was quoted as saying that he, with Sir Harold and Lady Caccia, shook 3,000 hands before being allowed to take refreshment at the Embassy party. Our American hosts enthused over this party; unfortunately only those of them who had British house-guests could be invited because of the enormous numbers, but the champagne and harder beverages all flowed. We who attended salute the taxpayers at home.

A great conference

This was a great conference, with far wider implications than a meeting between lawyers, and few will doubt after their experiences that the United States is a country of enormous resources with the vitality to develop and use them to the utmost. It was a surprise to realise that there is still a vast amount of latent power yet untouched, and that this is still a land of boundless opportunity where individual achievement is expected yet applauded, and where it is exceptional for an individual not to improve steadily and often incredibly quickly on the standards of his father and grandfather. Few of us can doubt, too, that the closer the ties between the two countries are drawn, the better it will be for both of them, for the West, and ultimately for the peace of the whole world. For this cause, is it too much to hope that our cousins will be invited back to the old country in three years' time, that close, permanent, and ever-growing association will be established between us American and British lawyers, and that recognition of this needs to be given by our governing bodies here?

M. A. BRYCESON.

COUNTY COURT BENCH

Mr. EDWARD DALY LEWIS has been appointed a judge of county courts with effect from 6th October. His Honour Judge Shove retired on 30th September after fifteen years' service on the county court bench, and Mr. Daly Lewis will succeed him as judge of Circuit 17 (Lincolnshire).

BUILDING SOCIETIES

HOUSE PURCHASE AND HOUSING ACT, 1959

The North Kent Permanent Benefit Building Society has been designated for the purposes of s. 1 of the House Purchase and Housing Act, 1959.

MORE ABOUT CONVEYANCING IN CLEVELAND

ALTHOUGH conveyancing in Cleveland is widely dissimilar to ours, the practical effect on the owner, mortgagee and lessee is much the same as under the system of registration of title in this country. The fundamental differences are three. First, the titles of the owner, mortgagee and lessee are guaranteed by an insurance company and not by the Government. There is an upper financial limit of liability, but as this is normally the amount of the purchase price or mortgage the difference is more apparent than real. Secondly, the State of Ohio has not secured for itself the benefits of our 1925 legislation, so that there appear on the title various things which we have either abolished or put behind the curtain. Thirdly, there is no equivalent of the Land Charges Registry, an essential part of the 1925 legislation, so that the title examiners have to do a great deal of work which civil servants do for us.

Many searches

A normal conveyance in this country involves searches and inquiries in six governmental agencies—the county and district councils (unless the land is in a county borough), the inspector of taxes, the Tithe Redemption Commission, the Land Charges Registry and frequently the Companies Registry. In Cleveland searches may well be necessary in a maximum of sixteen offices. This is partly due to the duality of State and municipality, partly to the dispersal of records which with us are concentrated, and partly to the existence of encumbrances which with us are not a question of title. An example of the last category is the mechanic's lien whereby an unpaid plumber, carpenter or landscaper, among others, may within sixty days of finishing his work file a lien on the property on which he has worked.

In the list of the hazards which a title insurance policy is designed to guard against are undisclosed dower, undisclosed heirs and the undisclosed existence of children born or adopted after the execution of a will.

Two documents

The purchaser of a house or other property normally receives two documents. The first is the title guarantee, which bears a distinct resemblance to a land certificate. It guarantees that the record title is good in the owner recorded, subject to the defects, liens and encumbrances excepted in the equivalent to the charges register, but it does not guarantee against matters not disclosed by the record. The second document is the title insurance policy. It guarantees not only the marketability of the title and the genuineness of all recorded instruments, but also against matters not disclosed by the records, such as dower and undisclosed heirs. The insurance company is obliged by the terms of the policy to defend all suits attacking the title.

Production line method

In this country we have tried to solve the problems which faced us before 1925 by a drastic simplification of the law,

AMERICAN SNAPSHOTS

Bar in Buffalo

Judge for yourself

"Titles . . . are guaranteed by an insurance company."

coupled with a strong admixture of what the Americans would call "creeping socialism." The people of Ohio have tried to solve the same problem by leaving the law much as it was and developing commercial enterprises to overcome its defects. The concentration of conveyancing in these large companies has made possible a degree of division of labour which for us is possible only in the largest conveyancing offices. The Land Title Company do not claim that the American "production line" method of mass production can be applied to this business, although within the natural limitations imposed all safe short-cuts are used. My impression is that our own Land Registry has been able to use the production line method more than the title companies. I was unable to spend enough time to arrive at any conclusion about comparative costs.

P. Asterley Jones.

Family Law

BLOWING HOT AND COLD

There is a general proposition of law that a man may not take the advantages accruing to him under a contract and then, when the contract becomes arduous to him, throw it over in order to avoid his liabilities. If he tries to invoke the law to assist him in such a course, equity will prevent him from taking advantage of technical points of law which may be in his favour. This is the basis of the doctrine of estoppel *in pais*, or estoppel by conduct, and also of the quasi-estoppel enshrined in the cases deriving from *Central London Property Trust, Ltd.* v. *High Trees House, Ltd.* [1947] K.B. 130. In matrimonial cases the principle operates to prevent a spouse from obtaining a decree of nullity of a voidable marriage where that spouse has approbated the marriage in some way, such as by adopting a child (*W.* v. *W.* [1952] P. 152), or by claiming maintenance (*Tindall* v. *Tindall* [1953] P. 63). But on the face of it a void marriage would seem to be in a different category: if a marriage was void *ab initio*, how can any estoppel operate to prevent the court from denying the existence of the "marriage"?

This proposition was examined by Lord Merriman, P., and Collingwood, J., in *Bullock* v. *Bullock* [1960] 1 W.L.R. 975; p. 685, *ante*, and both the learned judges came down against it after consideration of the authorities. As the case was not in the end decided on this point their remarks were obiter; but in spite of the headnote, which reads "*Quære*, whether there might be an estoppel *in pais* against a husband who sought in such circumstances [i.e., after long approbation of the marriage] to prove the marriage void," nevertheless the judgments make it clear that the court favoured the existence of such an estoppel.

Husband's appeal

The case was an appeal by a "husband" against an order by magistrates finding him guilty of desertion, his defence being that at the time of the ceremony of marriage in 1944 both he and his "wife" knew that she had been married previously and there was no evidence that her original husband had died; she had not seen or heard of him since 1929, soon after she obtained an order for maintenance against him, but she had made no inquiries since 1930. She lived with her second "husband" from 1944 until he left her in 1959, and it was only when she made complaint to the magistrates that he raised for the first time the suggestion that their marriage was bigamous and therefore void. The Divisional Court upheld the magistrates in their decision that the marriage was a valid one, on the grounds that so long a period—fifteen years—had elapsed between the disappearance of the first husband and the second ceremony of marriage, and that the first husband had not put in an appearance during the fifteen years following the second ceremony: the wife was therefore properly described as a widow when she married a second time, and the second marriage was valid. In this decision the court followed Harman, J., in *Re Watkins, deceased; Watkins* v. *Watkins* [1953] 1 W.L.R. 1323, a case under the Inheritance (Family Provision) Act, 1938, where there had been a lapse of time of twenty-two years since the husband's disappearance; as in that case, they did not regard the lack of inquiries on the part of the wife as fatal to her, indeed they held that such failure was quite justified in the circumstances.

"Indecent point"

The Divisional Court clearly did not approve of the husband's defence that the marriage was bigamous and therefore void—the President called it "this indecent point"—and the court was at pains to deal in detail with the question of this type of estoppel. If the second marriage had in fact been bigamous, could the husband plead that the magistrates had no jurisdiction to make an order? Surely when a marriage is void *ab initio*, it must be so regarded for all purposes; nothing that any court can say will alter the fact that the marriage never existed, and if that be so, it must be available to either party as a defence to any case based on the liabilities imposed by marriage. This was accepted as the law in the decision of Dr. Lushington in *Miles* v. *Chilton* (*otherwise Miles*) (1849), 1 Rob. Ecc. 684, where it was said that "misconduct, however gross, of a party proceeding, by reason of bigamy, is no bar to a sentence of nullity." Dr. Lushington's decision follows the logic of the proposition set out above—as no court can hold the marriage valid, no court can assist a party seeking to enforce rights flowing from the married state—but it can be argued that this logic is faulty. The first part of the proposition is unimpeachable, but the conclusion drawn from it may be too all-embracing. This is where estoppel comes to the aid of the injured party: even if there be no marriage, why should the court assist one who has for fifteen years drawn every advantage available from the marriage contract—albeit a void contract—and now seeks to avoid the legal liabilities which that contract would impose upon him if it were a valid one?

A *Walsh* v. *Lonsdale* marriage

Valid contract or not, the husband has relied on its terms for many years and he should not now be able to avoid it on technical grounds. Where there is a contract for a lease, if one party to the contract enjoys any of the benefits of the lease, such as possession, equity will enforce the provisions of the lease even though "the actual parchment has not been signed and sealed" (Sir George Jessel, M.R., in *Walsh* v. *Lonsdale* (1882), 21 Ch. D. 9). Even though this decision

almost neutralised the section of the Real Property Act, 1845, which provided that conveyances of land were void unless made by deed, the doctrine became firmly entrenched in our law and has never been displaced.

Just as a *Walsh* v. *Lonsdale* contract is not as good in all respects as a lease, so a void marriage which has been approbated will not carry all the advantages (or liabilities) of matrimony, but the underlying principle remains: equity will come to the assistance of a party who has altered his position for the worse by relying on the conduct of the other party.

Authorities for estoppel

This was not quite the way that the Divisional Court reasoned in *Bullock's* case, as might be imagined. They were fortunately able to find two cases which contradicted Dr. Lushington's decision: in both *Wilkins* v. *Wilkins* [1896] P. 108, and *Woodland* v. *Woodland* [1928] P. 169, it was held that a husband was estopped from setting up that his marriage was void because it was bigamous, but in each case the estoppel arose because courts had earlier held that the marriage was valid. This was estoppel *per rem judicatam*, not estoppel *in pais*, but the cases are sufficient to show that an estoppel is not prevented from operating merely because a bigamous marriage is involved. Lord Merriman was not prepared to distinguish sufficiently between the two types of estoppel to hold that different considerations might apply where the estoppel rose through conduct, and he was clearly in favour of the proposition that the operation of estoppel by conduct should not be excluded merely because the marriage was void *ab initio*.

No evasion of "natural" justice

Perhaps this decision is not of great practical importance, but it is of interest to see how alert are the courts to any attempt to use the technicalities of the law to evade the course of what may be called "natural" justice. Pushed too far, the respect for "natural" justice has obvious dangers: the certainty which is the essence of a stable legal system depends on a close adherence to precedent and a strict interpretation of statute, but the balance must be held. Equity had to be evolved to mitigate the severity of the common law, and the principles of equity are still available to redress the anomalies which must exist in any system of law. Advocates may find the words and the reasoning of Lord Merriman in *Bullock's* case useful weapons when met by quite different "indecent points" which, while technically apparently unanswerable, are entirely without merit.

MARGARET PUXON.

JURISDICTION OVER FOREIGN TORTS—III

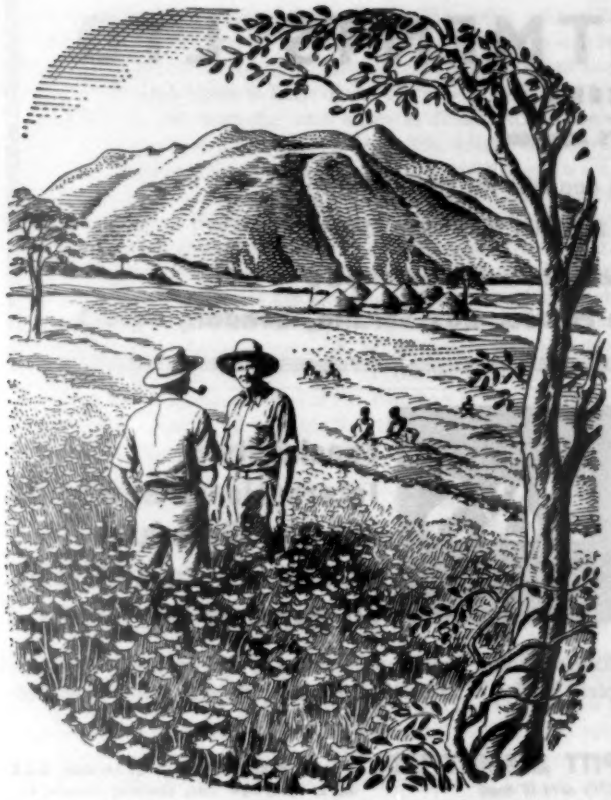
IN the two previous articles an examination was made of the "double rule" in *Phillips* v. *Eyre* (1870), L.R. 6 Q.B. 1, and of the consequences in practice of the application of these much criticised rules. The rules do not only affect the central problem of the relationship between the *lex loci* and the *lex fori* in respect of questions of jurisdiction or choice of law; they have a considerable bearing upon numerous related matters which an English court might be called upon to investigate or pass upon in cases concerning personal torts committed outside the jurisdiction. Three such matters will be considered in this article; they are (i) the validity of defences to an action, (ii) the assessment and remoteness of damage, and (iii) the place of the wrong. This list is not, of course, exhaustive, but the choice has been made in order to illustrate the wide-ranging side effects of the English acceptance of the rules in *The Halley* (1868), L.R. 2 P.C. 193, and in *Phillips* v. *Eyre*.

Defences

We have seen that the English courts will, in deciding whether or not an act committed in a foreign country is a wrong actionable here, apply the tests of *actionability* according to the *lex fori* and *non-justifiability* according to the *lex loci*. By extension, any defence open to the defendant under English law, even if it would not be open to him by the law of the place where the alleged wrong was committed, will be heard by the court. Any defence open to the defendant under the *lex loci* will also be heard, even if it is a defence unknown to English law—the *lex fori*. To this statement, however, an important qualification must be made—for the English court must be satisfied, if the defence relied upon is derived from the *lex loci*, that it is one of substantive, not of procedural, law. It may often be a matter of considerable difficulty to distinguish between a substantive and a procedural defence—and the consequences of the distinction may be far-reaching; in *M'Elroy* v. *M'Alister* [1949] S.C. 110, which was discussed in the preceding article, the widow's claim under the Fatal Accidents Acts, 1846–1908, was defeated by the substantive defence of lapse of time, a defence derived in the circumstances of the case from the *lex loci delicti commissi*—the law of England. It is a well-established rule in English conflicts law (and it is one shared with a number of other systems) that matters of procedure are governed by the *lex fori* (see, for example, *Hansen* v. *Dixon* (1906), 23 T.L.R. 56) and that, as a result, if a defence is set up on the basis of the *lex loci* in respect of a foreign tort, that defence must be characterised by the English court as one of substance, not of procedure. It should be noted, of course, that in deciding whether a foreign rule or defence is or is not procedural the court will usually have to examine the foreign system of law in order to ascertain whether the rule or defence is procedural *in the English sense of that term* (*Huber* v. *Steiner* (1835), 2 Bing N.C. 202). It is obvious that this rule, and its attendant problems of characterisation, may tend to stress the importance of the *lex fori* unduly—a danger that has been commented upon in the earlier articles. Yet the principle that English courts will not apply a rule of foreign law if that rule is one of procedure is basically dictated by convenience, and, in recent years at least, interpreted with discretion.

Damages

The law of damages here, as elsewhere, is partly procedural and partly substantive; therefore the *lex loci* and the *lex fori* must again be carefully distinguished when English courts come to consider the measure of damages for torts committed abroad. It appears well established that the question of *remoteness* of damage is one essentially for the *lex loci* but that the *assessment* of damages—which are not too remote according to the law of the place where the alleged tort was committed—is a matter to be decided according to the principles of the *lex fori*. A good recent example in point is to be found in Lynskey, J.'s judgment in the case of *Kohnke* v. *Karger* [1951] 2 K.B. 670, at p. 676, the facts of which were



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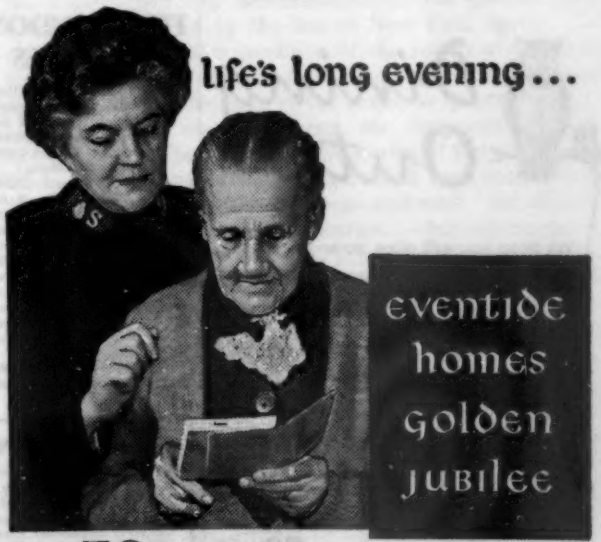

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outlined in the first article of this series (p. 751, *ante*). As with remoteness the question of the admissibility of various heads of damage is one of substantive law and will depend upon the *lex loci*; although there is little direct authority, this may be deduced from, for example, such cases as *D'Almeida Araujo Ltd.* v. *Becker & Co., Ltd.* [1953] 2 Q.B. 329, where the court, in an issue involving the alleged breach of a Portugese contract, was satisfied that the heads of actionable loss were a matter of substantive law. Even so, it might be possible for an English court, in assessing damages by the principles of the *lex fori*, to increase the actual amount of damages, irrespective of the provisions of the *lex loci*, if the tort in question is one for which exemplary or vindictive damages may be awarded against a defendant by English law. It is, however, not possible for a plaintiff in an English court to recover damages which could not have been recovered if the tort had been committed in England. Nor is it possible for the court to give effect to a head of damage or loss which is regarded as too remote according to English law, even though it would have been admissible according to the *lex loci*. This odd result springs from the first rule in *Phillips* v. *Eyre*, *supra*, and means that very often, since the rule does not exist in the law of contract, it may be advisable for a plaintiff to bring his action under contract rather than under tort. As is explained in the latest (seventh) edition of Dicey's Conflict of Laws at p. 964, although an English court will give effect to the *lex loci* in a negative sense (i.e., will not admit a head of damage unknown to the *lex loci*, even if recognised in English law), the acceptance of this logical consequence of the first rule in *Phillips* v. *Eyre* means that the plaintiff's damages must be recoverable both under the *lex loci* and under the *lex fori*. It may be thought that here again there is a disproportionate importance given to the place of the *lex fori* in the interests of setting up a reciprocity rule.

The place of the wrong

The court may frequently encounter difficulty in determining where the alleged tort was committed—what was the *locus delicti commissi*? This question may have to be asked for a variety of reasons, but it will be sufficient now to enumerate the two most important ones. First, since the second rule in *Phillips* v. *Eyre* looks to the unjustifiability of the act according to the *lex loci* it is essential that the defendant be asked, if he can, to justify his act according to the correct law. Secondly, service out of the jurisdiction will only be allowed under R.S.C., Ord. 11, r. 1 (*ee*), in cases where the tort was committed in England; the Court of Appeal in *George Monro, Ltd.* v. *American Cyanamid & Chemical Corpn.* [1944] K.B. 432, which will be mentioned later, was clearly of the view that great caution was necessary before allowing the service of a writ upon a foreigner out of England.

In general, the determination of the *locus delicti* has been regarded as a question of characterisation and thus a matter to be decided in accordance with English law. An instructive case is *M. Isaacs & Sons* v. *Cook* [1925] 2 K.B. 391, where a report from the Australian High Commissioner in London to the Prime Minister of Australia was alleged to be defamatory of the plaintiffs in England. The report was published in Australia under a Parliamentary Papers Act similar to the English Act of 1840, and Roche, J., held that Australia must be regarded as the place of publication for the purposes of the second rule in *Phillips* v. *Eyre*; since the act could not be shown to be unjustifiable in Australia (Roche, J., used the term "wrongful" at p. 400 in deference to *Machado* v. *Fontes* [1897] 2 Q.B. 231), no action would lie in this country for an act done outside the jurisdiction.

This illustrates the simplest type of case, where all the events constituting the alleged tort occur within one jurisdiction and thus the search for the correct law can have but one answer. What is the position if these events do not all occur within one country—if, for example, Brown, resident in England, causes an accident whilst driving his car on holiday in the South of France because he failed to ensure that his brakes were in effective working order and thereby injures Brun, a French national? Is the *locus delicti* the physical location of the tort, the country with which the tort was most closely connected, or, as is the general view in the United States (where there have been many such cases in recent years) "the . . . (place) . . . where the last event necessary to make an actor liable for an alleged tort takes place" (para. 377, American Restatement on Conflict of Laws)?

Permit plaintiff to adopt most favourable domestic rules?

In the likely event that no one of these tests produced the answer of a single *locus delicti*, should not the plaintiff be entitled to adopt whichever of the domestic rules is most favourable to him? Two recent decisions of the Court of Appeal, each concerned with applications to serve notice of writs outside the jurisdiction under R.S.C., Ord. 11, r. 1 (*ee*), are of interest in indicating how English courts approach this problem of the determination of the place of the wrong. In the *American Cyanamid* case, *supra*, the plaintiffs, an English firm, had entered into a contract with the American company for the purchase of a quantity of rat poison; the contract provided that the property should pass in New York and that the construction and determination of the parties' rights should be governed by the law of New York State. As a result of the defective condition of the poison a subsequent English purchaser suffered damage. He recovered damages against the plaintiffs, and, in the action in question, they in turn sought to recover against the American company, asking leave of the court to serve notice of the writ in New York on the ground that the tort had been committed in England. The plaintiffs' writ was endorsed "for damages for negligence and breach of contract"—but where was the *locus delicti*? Both Goddard, L.J. (at p. 439), and du Parcq, L.J. (at pp. 440-1), were of opinion that no tort had been committed in England since the act or default (the sale of a potentially dangerous article without warning as to its nature) was entirely committed in the United States.

Since the court was not concerned where the damage had been suffered, this decision might be considered to support the physical location test, but the case is not a strong authority on the determination of the *locus delicti* since the court was above all anxious to give effect to the exceptional and discretionary character of Ord. 11, r. 1 (*ee*). Dr. Cheshire, however, in the fifth edition of his treatise (Private International Law, 1957, p. 280 et seq.), poses the question—if the place of the damage is not material, how is it possible to hold that a tort is committed in New York where there is no liability in tort until the damage is done in this country?

Bata v. *Bata*

The *American Cyanamid* case was distinguished by the Court of Appeal in *Bata* v. *Bata* [1948] W.N. 366, where the court did grant leave for service out of the jurisdiction in a case where the appellant, a company director, alleged that

he had been libelled by letters written from Zurich to addresses in London by the respondent. The appellant lived in Canada but was the chairman of two companies registered in London; Scott, L.J., with whom Wrottesley, L.J., and Wynn Parry, J., concurred, had no difficulty in holding that here the publication, the essence of actionable defamation, had taken place in London—and not, as was suggested by counsel for the respondent, in the place where the letters were written.

Bata v. *Bata* has been followed in an interesting decision of the Ontario High Court, *Jenner* v. *Sun Oil Co., Ltd.* (1952), 2 D.L.R. 526, where the plaintiff, resident in Ontario, claimed that he had been defamed by statements broadcast from the United States by the defendant (and heard in Canada). The tort was committed in Ontario when the defamatory matter was published (by reception) in that state—it was therefore of no consequence that the defamatory matter was either written or uttered outside the jurisdiction originally.

It is submitted, with respect, that *Bata* v. *Bata*, although decided substantially because defamation is held to be committed where the defamatory statement is published, offers a more practical approach to the determination of the *locus delicti* than does the decision in the *American Cyanamid* case. However, it seems unlikely that a clear line of authority on this matter can emerge until there has been a rationalisation, or, at least, a fundamental re-thinking, of the basic principles so as to evolve a principle of the proper law of the tort. If this could be achieved then, it is suggested, the problems surrounding defences, damages, and the place of the wrong would be capable of uniform and consistent solution.

(To be concluded) K. R. SIMMONDS.

County Court Letter

A TURN-UP FOR THE BOOK

THE public examination of bankrupts, though excessively boring for the registrar before whom it takes place, is apparently of extreme interest to the general public, if one may judge by the unfailing presence in court of a reporter from the local Press on these occasions. Perhaps we really enjoy reading about the misfortunes of others; perhaps it is the thought that there, but for the grace of God, go we; in any event, in spite of the general dullness of the proceedings, they seldom fail to get reported. Paradoxically, when occasionally something relatively amusing transpires it rarely seems to get into the report.

For instance, not long ago a bankrupt whose business had failed for a small amount after a number of years was undergoing his public examination in a certain county court. When the official receiver suggested to him that one of the causes of his failure was gambling, he roundly denied it. But, pointed out the official receiver, he had himself admitted losing £900 to various bookmakers within the two years before the receiving order. True, said the debtor, but do not forget that the business was started in the first place with £2,000 won in a football pool.

"That proves my point," said the official receiver triumphantly. "If it had not been for gambling you would not have had a business to fail!"

Considering that it is a very human tendency, when all seems lost, to try to put the whole thing right by a dramatic win on the 4.30, it is rather surprising that there are not more decisions on gambling debts in relation to bankruptcy than there are.

One reason for this no doubt is the uncompromising provisions of s. 18 of the Gaming Act, 1845,* which states that wagering contracts are void. That being so, a sum due under such a contract cannot be a debt, and therefore will not support a petition. It may, however, be brought outside the Act if fresh consideration is given, though it seems that the court tends to look suspiciously at cases of this nature. For instance, in *Hill* v. *William Hill (Park Lane), Ltd.* [1949] A.C. 530, an agreement not to report a defaulter to Tattersalls was considered not to be sufficient fresh consideration to take a gambling debt out of the Act.

* The repeal of the existing enactments on gaming by the Betting and Gaming Act, 1960, s. 15, will be effective on 1st January, 1961 (S.I. 1960 No. 1556, reg. 6).

The proof

Money lent to the loser of a bet to enable him to pay it has been held not to be knowingly advanced for the purpose of "gaming" within s. 1 of the Gaming Act, 1835, and therefore provable in bankruptcy (*Re Lister; ex parte Pyke* (1878), 8 Ch. D. 754). If the borrower is obliged, rather than enabled, to pay the debt, this has been held not to be the case (*Macdonald* v. *Green* [1951] 1 K.B. 594 (C.A.)), Denning, L.J., suggesting that *Ex parte Pyke* is no longer good law.

Section 30 of the Bankruptcy Act, 1914, defines what debts are provable in bankruptcy, and subs. (8) (*c*) of that section includes any agreement capable of resulting in the payment of money, which on the face of it seems a pretty wide definition. Even after a proof of debt has been accepted by the trustee in bankruptcy it may be challenged, and an interesting case in this connection was recently decided (*Re Browne* (*a bankrupt*); *ex parte the Official Receiver* v. *Thompson* [1960] 1 W.L.R. 692; p. 545, *ante*).

In this case, the debtor was adjudicated bankrupt in 1912, and in his sworn statement of affairs stated that he owed a bookmaker £4,000, the balance of betting debts. In 1913, the bookmaker swore a proof of debt for £4,769 10s. 1d. For some reason this proof was not actually admitted until 1924, by which time the debtor and the bookmaker had both died. The trustee himself obtained his release from trusteeship in 1925 without having paid any dividend.

In 1958, £1,501 came into the hands of the official receiver as trustee in the bankruptcy and, the sum of £1,300 being available for distribution, he applied to the court under r. 24 of Sched. II to the Bankruptcy Act, 1914, to have the bookmaker's proof expunged on the grounds that the debt was unenforceable, and that the proof had therefore been improperly admitted.

The first hurdle that had to be got over, of course, was the question of what evidence there was that the proof in question was in respect of a gambling debt. Counsel for the official receiver submitted that the statement in the statement of affairs as to its nature was admissible against the respondents, the personal representatives of the bookmaker, because it was one made in discharge of the debtor's statutory duty under the Bankruptcy Act, 1883. Alternatively, the statement was expressly admissible under s. 141 of the

Bankruptcy Act, 1914. Cross, J., held that the first submission was unacceptable as it had already, by implication, been rejected by the court in *Re Tollemache; ex parte Revell* (1884), 13 Q.B.D. 727. As to the alternative submission, s. 141 referred exclusively to the depositions of the debtor, his wife, or some third party at his public examination or a private examination under s. 25 of the Act.

And the onus

It therefore followed that, the person concerned being dead, the only evidence to show that the proof was wrongly admitted was the proof itself, and it was not enough for the official receiver to say that its terms suggested that it was in respect of an unenforceable gambling debt and that this threw upon the creditor's representatives the onus of proving that it was not. It was for him to prove that the proof was wrongly admitted, not simply on the balance of probabilities, but beyond reasonable doubt. It would be surprising if a trustee admitted such a proof without further inquiry, and the fact that he did admit it suggested that he acted on some further information not now before the court.

Counsel for the official receiver argued that any further information justifying the admission of the proof could only have been evidence of a fresh agreement to pay the debt bringing the case within *Hyams* v. *Stuart King* [1908] 2 K.B. 696. Now that that case had been overruled by *Hill* v. *William Hill (Park Lane), Ltd., supra*, the proof must have been wrongly admitted. In his lordship's view in the absence of actual evidence as to whether a fresh enforceable agreement had been made or not, he could not be satisfied beyond any reasonable doubt that the proof was improperly admitted, so the motion was dismissed.

One curious part about this case is that it does not appear what had happened to the original trustee in bankruptcy, who alone could have said exactly why he admitted the proof. Perhaps he too was dead—the report does not say. In any event, this must have been quite a photo finish. There is no S.P. in the Chancery Division, but one cannot help thinking that if there had been, the favourite would have been pipped at the post.

J. K. H.

THE NEW CHARITIES REGISTER

THE Register of Charities established by s. 4 of the Charities Act, 1960, is perhaps the most prominent feature of our freshly landscaped charity law. It is all the more prominent by reason of the fact that so much of the dead wood and undergrowth of the past has been cleared away by a remarkably tidy and resolute new statute.

The new register will quickly take its place in the machinery and practice of charity lawyers, even if it will not fundamentally affect the advice which lawyers will be required to give their clients with regard to charity law in general: and there are several things which may fairly be promised about the register; and one or two matters upon which we may speculate.

Section 4 of the Act requires all charities taking effect after the commencement of the Act to be registered. The date of commencement of the Act, as far as s. 4 is concerned, is 1st January, 1961 (ss. 4 (10) and 49 (3)); so that all charities taking effect after 1960 will be registrable.

Section 4 (10) of the Act goes on to say that the section "shall not apply to charities taking effect before the commencement of this Act until such date as the Secretary of State or . . . the Minister of Education may appoint by order made by statutory instrument; and different dates may be appointed for different cases or classes of case." Existing charities will thus, presumably, become registrable in classes at future dates convenient to the authorities.

Applications for registration

The practical steps in applying for registration may be anticipated by looking at s. 4 (5) of the Act, which states that with any application for registration there shall be supplied to the Charity Commissioners copies or particulars of the trusts of the charity, and such other documents or information as may be prescribed or as the Commissioners may require. Ordinarily, one would not expect to produce, in applying for registration, more than the trust instrument itself, with perhaps a copy (and of the probate of the will where the trust is established by a will), as usually a properly drawn trust instrument will furnish as many particulars of the subject matter and of the objects of the trust as could be required. In one sense the trust instrument should be the only document required, since in general one may not go behind a trust instrument: it is supposed to set out accurately and irreversibly the settlor's intentions.

Documents or information prior to the trust instrument may be required, however, where gifts are made, after the commencement of the Act, to charitable institutions which existed before the Act, and which have not been registered. For example, where a gift of land is made after 1960 for the general purposes of an existing charitable institution (perhaps one of our well known charitable institutions, which is not exempt from registration by the Act or "excepted" by order or regulations and has not become registrable by statutory instrument), then the terms of the new gift, as an accretion to the general funds of the charity, may not of themselves show the gift to be charitable, and reference will have to be made to the constitution of the charity before the charitable nature of the gift can be established. This will mean that information prior to the trust instrument will have to be sought.

Decision whether trust is charitable

When the requisite application for registration has been made, the Commissioners will have to decide whether the trust the subject of the application is charitable or not; and, if it is charitable, it will be incumbent upon the Commissioners to enter on the register such particulars of the charity as the Commissioners may determine. There is no reason to expect that the particulars of the charities entered on the register will be very detailed, since the original copies or particulars of the trusts as supplied by the applicant for registration are open to public inspection as well as the register itself, except in so far as regulations otherwise provide (s. 4 (7)).

The next point is that one may expect the Commissioners to decide whether a trust is or is not charitable by reference to the general law, that is, by reference to the definition of charity in English law, which is not set out in any case or in the Act itself (despite several attempts to include one therein) but is rather "secreted in the interstices" of three hundred

and fifty or more years of official legal cerebration on the subject; and it may also be anticipated that the Commissioners will bind themselves fairly closely to precedent in deciding whether a trust is charitable or not. Indeed it may be thought that it would be dangerous to the healthy objects of the register if the Commissioners were to adopt a policy of allowing the registration of doubtful or experimental trusts, because such trusts could not be assured of a secure position on the register (they would tend to be the subject of proceedings for removal from the register under the provisions of s. 5 (2)); and it may be regarded as desirable that registration should, as a general rule, connote security; and that the register should be regarded as a fortress, strongly guarding those within, rather than as a cattle pound into and from which strays are frequently led.

Following precedent

Recent opinion both Parliamentary and judicial lends support to the view that the Commissioners will be likely to bind themselves closely to precedent in determining the charitable nature of trusts. In *Re Endacott*; *Corpe* v. *Endacott* [1959] 3 W.L.R. 799, for instance, we were again warned by Harman, L.J., of the troublesome and anomalous nature of trusts for purposes (i.e., not persons) which are not charitable, and a residuary legacy to a parish council "for the purpose of providing some useful memorial to myself" was firmly ruled to fail altogether. Again, in Parliament itself (despite the recent attention which has been drawn to Dominion legislation in *Leahy* v. *A.-G. for New South Wales* [1959] A.C. 457), although several attempts were made in the readings of the Bill to gather trusts non-charitable through inadvertence into the charitable net, yet these attempts did fail.

Thus *Re Endacott*, Parliament's reluctance to broaden the charitable net, and the establishment of the register, are all powerful reminders to solicitors that it is their clear duty, when advising clients minded to be generous to their fellowmen, to see that their intentions are declared well within the framework of our charity law; and the greatest of pains should be taken to see that the charitable precedents are followed. Had Albert Endacott left the residue of his estate for a "charitable" instead of a "useful" memorial to himself, the parish of North Tawton would have been better off to-day. It will be our duty, as solicitors, to guide settlors firmly into the fortress of the register.

It may be mentioned, in passing, that in one respect Parliament did extend the charitable net, by a new section introduced almost in the last stages of the Bill. Section 14 provides that property given for specific charitable purposes which fail may be applied cy-près as if given for charitable purposes generally, in certain circumstances where the original donors cannot be traced or where they disclaim any interest in their donation.

"Charitable" beyond doubt

Our trust having been accepted as charitable, and having been duly entered upon the register, we direct our attention to a section of the Act which not only demonstrates that the age of legal fictions has not passed, but which contains provisions of interest and considerable importance to the trustees. Section 5 (1) states that the trust shall "for all purposes other than rectification of the register be conclusively presumed to be or have been a charity at any time when it is or was on the register of charities." This means, plainly, that even if the trust later turns out to be non-charitable and must be removed from the register, nevertheless during the period of registration the trust must be regarded as legally charitable.

The income tax implications of this section may spring first to the mind, but the main object is the general protection of the trustees themselves. Before the Act, if trustees applied the income of a trust mistakenly believed to be charitable for the supposed purposes of the trust, they could be amenable to action for breach of trust because of their mistaken belief, and liable to account to the beneficiaries who ought to have benefited, such as the next-of-kin or residuary legatees of a deceased donor or testator. Now, where a trust has been registered, the trustees will be protected as regards the income of the trust received and applied for the supposed objects of the trust during the period of registration. Beneficiaries who turn up after a mistakenly registered trust has been operating for some years will be able to have the trust taken off the register, and to claim their benefits as regards the trust fund and all unexpended income in the hands of the trustees; but they will not be able to reclaim income innocently expended for the supposed purposes of the trust during the period of registration.

Income tax position

As regards the income tax implications of s. 5 (1), it will be recalled that the main statutory provision which exempts charities from the payment of income tax is set out in s. 447 of the Income Tax Act, 1952. This is a lengthy section and the subject is not without its difficulties, but the general principle is that exemption is granted from tax on the income of charitable trusts, so far as such income is applied to charitable purposes only. There are two legs, therefore, to a charity's claim to exemption from tax: the first is that the income is the income of a charity; the second is that the income received has in fact been applied for charitable purposes only. Registration of the charity can be expected to settle the first of these two points—that the income is the income of a charity; but it will not settle the extent to which the income has been applied to charitable purposes only since that is a matter of fact in any case, and possibly a matter of fact and law.

It is, however, fair to say that the benefit of recognition for tax exemption should be available for charities while they are on the register; and that trustees who spend on the objects of the trust the income of the trust fund, together with any tax recovered in respect of that income, will be fully protected by the fact of registration from having to account to the Inland Revenue authorities if, at a later date, it is found that the trust was never charitable, its income was never entitled to exemption from tax, and the trust has to be removed from the register.

Estate duty liability

With regard to estate duty relief on charitable gifts made at least a year before death, the value of the register is not positive, since the question of estate duty is a matter which has to be considered at the date of death, at which time the Estate Duty Office could, if they thought a trust had wrongly been registered as charitable, challenge the registration of the trust; so that while the trustees would be protected as regards their dealing with income whilst the trust was registered, they could not assume, merely from the fact of registration, that the capital was safe from the hands of the Estate Duty Office until after the death of the testator and the settlement of the various estate duty claims.

It is to be hoped that charity trustees and their solicitors will find the protection afforded by the new register to be helpful and beneficial to them in the performance of their duties; and that members of the public, and local authorities, will take full advantage of the new publicity which the register will provide for charitable trusts. It is also to be hoped that solicitors will do everything in their power to assist the Charity Commissioners in their important task of compiling what may come to be regarded as a veritable Domesday Book of charities in England.

W. A. L.

LAW IN A COOL CLIMATE—VI

"My name," said Sir Ambrose Leeward, "was originally a punishment." He was sitting in the public gallery of a Refrigian prison along with his three English guests, Sir London Thomas, Mr. Bull and Mr. Bear, watching the convicts printing banknotes. "My great-great-grandfather was captain of the first ship that was wrecked on the shores of Refrigia. The wreck was due to his unfortunate decision to anchor off a lee shore in pursuit of seals. As a result his son, my great-grandfather, was always known as Leeward."

"Why not your great-great-grandfather?" said Mr. Bear. "He was the one who made the mistake."

"My great-great-grandfather was of course hanged. I reminded you earlier that the Royal Navy always court-martials a captain who hazards his ship. The founders of Refrigia, being practical men, simply hurried on to the conclusion without delaying over the preliminaries. In time the name became a matter of pride but my great-grandfather lived a very unhappy life with that constant reminder upon him of the misfortune (as they then thought it) which his father had brought upon his crew.

Penal code

I think that that memory has had something to do with the part I have played in helping to fashion the Refrigian penal code. What is punishment? What is it for?

The English are a highly emotional race and almost completely incapable of talking without passion on religion, sex or punishment. Homosexuality, which nicely combines all three, is now the red rag to every English bull. I have never read such rot in my life as I have read in the English newspapers about crime and punishment and retribution and revenge, not forgetting the hot air put about by the other brigade who seem to have forgotten that the penal code is intended to serve anybody's interest except that of the criminal.

I may use the word punishment rather loosely when speaking about punishment in Refrigia. The word does not convey exactly the same overtones here as it would in England. May I say that it is a convenient term for the steps taken to deal with a person who has been convicted of an offence or crime.

The purpose of punishment is to stop crime or at least to diminish it as much as possible. I do not accept for a moment that revenge has any place in this at all. Revenge is and must always be a personal thing. A man who has been hit may want to hit back. That is revenge and, while unchristian, it may well be forgivable. A State or nation cannot allow individual people who have been wronged or hurt as a result of a crime to take personal revenge. That would be anarchy. Sufferers from crime should in certain cases be recompensed but they must on no account be allowed to take revenge. The State itself is not interested in revenge. The duty of the State is to preserve order and to bring into existence and maintain conditions of safety in which every individual can live his daily life without the necessity of having to take precautions for the protection of himself or his property.

Accordingly the first step taken by the State is to lay down rules. You can call these laws if you like but they are really rules of behaviour. A criminal code is a bastard offspring, by Religion out of Administration. It is not wholly a religious thing and many matters may have to be made criminal offences which are in no sense religious sins, just as many things, greed, envy and lust, are religious sins but not in themselves criminal offences. You make this set of rules, which is a compromise, designed to ensure orderly and safe conditions of living. If you make these rules, then the first and most absolute and most utterly vital thing about your future actions is that you must ensure these rules are respected.

State may not forgive

We hold in Refrigia that the State has no right to forgive an offence. Just as the State is not concerned with the idea of revenge, because the State itself has not suffered the injury, so must the State be denied the right to forgive. Forgiveness, which is the heart and soul of the Christian life, is a personal thing, like revenge. If a man is hit and forgives the hitter, then he is behaving as a Christian. But if a man is hit and complains to the State that he has been hit and asks that the State will do something that will ensure he is not hit again, then it is a gross usurpation of the rights of the individual for the State to proceed to forgive the offence.

I know that in England you insist that probation is something different from forgiveness, but I am equally certain that this difference is something which is understood by lawyers and not understood by the vast majority of the population. It is certainly not understood by juvenile delinquents. You are such a nice, kindly, cosy lot of people in England that one can well understand how anybody with a few years' experience of enforcing law and order is tempted to yield to the luxury of forgiveness. I have been very strongly tempted in my time myself. How delicious it would be to say to a man who has been convicted of an offence: 'My poor fellow, I do not really think you have had a chance. Life has been against you. Just this once, I will let you off.' What a warm, mushy bath of self-satisfaction and priggish self-congratulation descends upon an English court when a judge or magistrate lets a man off, or puts him on probation—it is all the same thing.

No, if the rules are to be respected, then the first rule in applying them is that there must always, always be a punishment. The punishment may, of course, be very light. We have an enormous variety of punishments in Refrigia, far more thoughtful and effective than yours, so please do not think for a moment that I am talking about sending a petty pilferer to prison for his first offence. On the other hand, we do not let him off. We punish him and put him on probation too. Excellent men, your English probation officers. When they get hold of responsive material, they

change and save many lives. But probation officers in Refrigia get on much better because their charges have had a smart rap over the knuckles at least once already.

You have to remember that the majority of criminals are people who are not of first-class intelligence. Very often their minds are similar to those of children. You must have observed with your own children that a child has an enormous sense of justice. If you punish a child who has done wrong and punish him quickly and make your punishment fair and suitable to the offence, the child will bear you no hard feelings. Rather do you earn a degree of respect. If, on the other hand, you let your child off several times and then decide to punish him, the child is apt to conceive a sense of grievance because he has been taught by your conduct to expect to get away with offences without being punished. Then suddenly you punish him. That produces a sense of grievance and from that quite terrible developments may flow. So our theory is that you must always punish and never forgive, but the judges must have available a wide range of punishments of diverse degrees of severity.

Punishment fits the crime

We import into the idea of punishment, first and foremost, the idea that it must be in some way unwelcome or unpleasant to the person punished. It need not be painful. It need not involve confinement. It may well be allied to something in the nature of training, but it must be unwelcome and it must be something that the person punished is going to dislike very much. We also try where possible to teach the lesson that crime always hurts other people.

Burglars, for example, are sometimes sentenced to a year's gardening, and the gardening will have to be done for the person whose house was burgled. Sometimes the burgled person may not have a garden—then the convicted burglar may be required to perform menial services or, where the burgled person is hard up, to allocate part of his earnings weekly for some years to supplement the income of the person he has wronged. It is not at all uncommon for burglars to become great friends of the family after a time and for the families to come along to the court and apply for the burglar's punishment to be rescinded. As that amounts to personal forgiveness by a person who has been injured, we agree to it.

Shoplifters have to wear yellow hats. They are very distinctive and cause a lot of laughter and are most helpful to the stores that are apt to suffer shoplifting because it helps them to keep a close eye on these quick-fingered types. One useful course of treatment with shoplifters is to make them do the shopping for a number of other people for three months, so that they are compelled to go in and out of shops continuously. If they can prove they have kept a clean record during that time, then they get their own hat back.

Swindlers are given special tartan cheque books which warn shopkeepers to be careful of giving too much credit. These men below us in the prison are printing banknotes. They have been convicted of forging banknotes. The idea is that we should show them how beautifully a real bank note is made. We encourage the artistic instinct and make them proud of having assisted in making real banknotes, so that afterwards they are ashamed of having anything to do with the imitation article. We do, of course, take the precaution of altering the watermark and several other secret indications immediately after the departure of each class of prisoners, but we very rarely have an example of a man trying to use the special knowledge he has picked up here.

Forced labour, contributions out of income, distinctive insignia, all these play a part in the Refrigian code of punishment. But in the end, of course, we sometimes have to send people to prison. We believe that up to a certain extent a man should be punished in ways that tend to serve other people but which are unpleasant and make him conspicuous. If we find a man is not learning and that he is continuing to commit crime, then we think the only course is to be quite brutal about his future. We have what we call the Great Farm. It is over the mountains in a fertile valley. It consists of 10,000 acres surrounded by totally unclimbable precipices. The hardened criminal is banished to the Great Farm. There he is given tools to work with and he makes whatever life he can with the others who have been sent there before him. The astounding thing is that, although their methods are a bit rough, they are the most law-abiding community in the world.

Death penalty

Death penalty? Yes, we retain the death penalty. When a man is convicted of murder then the person most closely connected with the victim of the murder, perhaps his widow, is brought into court. She is told: 'This man has been convicted of the murder of your husband. Do you ask for his life?' She can say 'yes' and in that case the convicted man would be hanged. Everybody knows that that can happen. In fact, it never does."

Mr. Bear was busy taking notes. Sir London was, as usual, thinking. Mr. Bull had fallen asleep.

(To be continued) E. A. W.

"THE SOLICITORS' JOURNAL," 6th OCTOBER, 1860

On the 6th October, 1860, The Solicitors' Journal printed the text of a lecture on the art of pleading delivered to the Glasgow Legal and Speculative Society by James Moncreiff, the Lord Advocate, in the course of which he said that "imperfect statement of fact is shortsighted as well as injudicious and a very few instances will produce in your accustomed tribunal a distrust far more easy to create than to dispel . . . But you are not to suppose that much legitimate art may not be expended simply on the statement of facts . . . In the hands of a master the statement of fact suggests so much that when it is finished the battle is half over. The circumstances have all fallen into their proper order with so much coherence—they hold such a clear and logical relation to each other—that the desired result starts up before you before any words have even framed it. I have known pleaders who possessed this faculty in great perfection and who, while apparently stating in the most natural order and in the simplest language an unvarnished series of circumstances, had so arranged them with reference to logical order that the argument was begun, conducted and riveted before the tale of facts was ended. This, which is one of the highest acquirements of the art, is not only not to be confounded with inaccurate statement but is quite inconsistent with it. It consists in so adjusting the order and manner of the narrative as that it shall bear its proper relation to the legal principles which you are anxious to deduce from or apply to them, and the habit of endeavouring to excel in this branch of pleading is the surest safeguard against being betrayed into the error I have endeavoured to warn you against."

Landlord and Tenant Notebook

RE-ENTRY AND NUISANCE

CONSIDERATIONS of space prevented me from referring, in my recent article on Peaceable Re-entry (p. 742, *ante*), to a point suggested by the editors of "Foa" (eighth edition). The text states that it was held in *Jones* v. *Foley* [1891] 1 Q.B. 730, that when the landlord of a tenant, who wrongfully refused to give up possession after term expired, removed the roof with a view to rebuilding the premises the removal was held not to amount to a forcible entry, as it did not belong to the class of acts at which the statutes of forcible entry were aimed, and the (ex-) tenant had no claim for consequential damages to his furniture. Then a footnote is added: "The removal of the roof might well be a 'statutory nuisance': Public Health Act, 1936, s. 92; *Betts* v. *Penge U.D.C.* [1942] 2 K.B. 154."

Recent much-publicised happenings in the Metropolitan Borough of St. Pancras suggest an inquiry into the validity of this point, for it is reported that in the cases concerned bailiffs executing warrants of possession fulfilled their tasks by cutting large holes in the dwelling-houses concerned, in a wall in the one case and in a ceiling in the other. Both text and footnote invite some comment.

Jones v. *Foley*

In this case the landlord obtained a twenty-one days' warrant under the Small Tenements Recovery Act, 1838, and while the summons was being heard a builder employed by her, who had demolished an adjoining property, removed tiles from the respondent's roof. I do not think that the fact of the proceedings is material; but while the county court judge gave judgment for the ex-tenant, who sued for the damage to the furniture, on the ground that the entry had been forcible, and while the Divisional Court did negative that finding, the *ratio decidendi* was, in my submission, simply that the defendant had been exercising common-law proprietary rights. The injury to the furniture, Day, J., said, was entirely due to the plaintiff's own obstinacy in leaving it where it had no right whatever to be. There is no authority to show that forcible entry gives rise to an action for damages.

Betts v. *Penge U.D.C.*

The appellant in this case was the landlord of a flat who had determined the tenancy by notice to quit. It is remarkable that the report does not state in so many words that the flat was a controlled dwelling-house; it does, however, mention (quite irrelevantly) that he had not applied for leave to distrain for arrears of rent, and as leave is necessary only in the case of controlled premises one can assume that the tenant was protected.

Rent being in arrear, the landlord removed the door and the window-sashes, "thereby interfering with the personal comfort of the occupiers of the flat." Whereupon the council took proceedings against him for having caused the premises to be in such a state as to be prejudicial to health or a nuisance, and the justices made an abatement order and imposed a fine, under the Public Health Act, 1936. The question raised in the appeal was whether a finding that the removal interfered with the personal comfort of the occupiers of the flat justified a conclusion of "statutory nuisance." The Divisional Court held that it did. Caldecote, L.C.J., after reviewing the authorities, said that the finding was consistent with the "any premises in such a state as to be prejudicial to health *or* a nuisance" by which "statutory nuisance" is defined in s. 92 (1); it sufficed that personal comfort was interfered with.

Distinctions

It does not appear that the appellant in *Betts* v. *Penge U.D.C.* was engaged in re-entering at all, though he may have hoped that his conduct would have the effect which his notice to quit had failed to achieve. My main criticism of the reference, however, is that if a landlord on peaceably re-entering ejects the occupiers (using no more force than is necessary), modelling his conduct on that of the defendants in *Hemmings and Wife* v. *Stoke Poges Golf Club* [1920] 1 K.B. 720 (C.A.), or if a county court bailiff executing a warrant of possession (as was done in St. Pancras) "gives possession of the said land to the plaintiff" (Form 200) (a High Court writ of possession directs the sheriff to cause possession to be given, etc., and his duty is to evict anyone he finds, party to the proceedings or not: see *Geen* v. *Herring* [1905] 1 K.B. 152 (C.A.)), then there is no one whose health will be prejudiced or who will be put to discomfort. The important feature of *Betts* v. *Penge U.D.C.* which is not present in ordinary cases was that the occupiers of the flat were lawfully in occupation.

Trespassers

I concede that trespassers, not being outlaws, may in certain circumstances be entitled to invoke the law relating to nuisance; but only in very special circumstances. It was held in *Nicholls* v. *Ely Beet Sugar Factory* [1931] 2 Ch. 84, that the defendants, whose activities had polluted a river and killed fish which the plaintiff, who claimed as tenant of a fishery, had intended to catch, could not put the plaintiff's title in issue (the allegation being that the part of the river concerned had been tidal before 1650 so that the plaintiff would have to prove a pre-Magna Carta grant). But if the plaintiff in *Jones* v. *Foley* had sued for nuisance, the question of *jus tertii* could not have arisen, there being no *tertius*. The rule was stated by Talbot, J., in *Cunard and Wife* v. *Antifyre, Ltd.* [1933] 1 K.B. 551, in these terms: "In all such cases the plaintiff in order to maintain an action must show some title to the thing to which nuisance is alleged to be (Comyns' Digest: Action upon the case for a nuisance, E.1), and this follows from the nature of such actions . . ." This, I submit, would distinguish the position of the ex-tenant in *Jones* v. *Foley* from that of the occupiers of the flat in *Betts* v. *Penge U.D.C.*, who occupied by virtue of an Act of Parliament.

R. B.

EXTRA DIVISION FOR THE COURT OF APPEAL

The Court of Appeal will sit in four divisions during the Michaelmas sittings, instead of the usual three, owing to the increase in the number of appeals awaiting hearing. There are 447 appeals awaiting determination, against 369 at the same time last year. County courts provide the greatest increase in appeals, with 34 more than last year.

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SOME thousands or tens of thousands of years hence, after this civilisation of ours has wiped itself off the face of the earth by accident or by suicide while the balance of its mind was temporarily disturbed, archaeologists, groping through the labyrinths of the underground railway, will set to work laboriously to reconstruct the life, the loves and the religion of the mysterious cave-dwellers that we must have been by analysing our pictorial art, as represented by the advertisements greeting them enigmatically from the walls, and puzzling over the forgotten hieroglyphics with which they are adorned. I fear they will be inclined to attribute to us a totemistic religion strongly impregnated with fertility rites. No one has found more than a tentative answer to the riddles of Altamira and Lascaux and all the other painted corridors in the heart of the hills—the buffaloes, the wild horses, the hunting scenes. Religion? Magic? Art for art's sake? Fun? Next time you linger on the Central London Railway look at the walls in imagination by the light of the probing beam of the torch of an explorer from another world.

MODERN CAVEMEN

ALL unconsciously the daily underground traveller has become a part-time cave-dweller. He is likely to become a cliff-dweller for the rest of the time if the latest trends in flat and office building continue unchecked. So we are drawn back to the ways of our remote ancestors before we have even read the sign-post which tells us the way we are going. But there are other roads back and a conscious, deliberate, bearded neo-caveman recently appeared before the Recorder at the Bath Quarter Sessions. One would have expected such an one to withdraw to some inaccessible wilderness, some echoing sea-cavern on the Atlantic shore of Ireland or some wolf-like den in the remotest Highlands of Scotland. Actually he withdrew himself underneath the eighteenth tee of a golf-course near Bath. Golf clubs are not the sort of clubs which the mind usually associates with the traditional vision of the hairy cave-dweller. Of all the games man ever invented (if so serious a pursuit can be properly called a game) golf is most impenetrably surrounded by an aura of social respectability and decorum. There is something eerie and uncanny about the idea of a solicitor or a mayor driving off from the smooth civilized green while deep below his feet primitive man reincarnate crouches in a murky hollow. It is true that the golf course goes by the charmingly fanciful name of Sham Castle. Perhaps the whole course has been laid out in the spirit of Walt Disney—mock ruins, complete with ghosts, instead of bunkers, the bones of a dinosaur to be negotiated elsewhere, jack-in-the-box booby traps at the holes and, of course, caves underneath all the tees, echoing with mysterious voices, Roman voices, mediaeval voices, mocking eighteenth-century voices from Beau Nash's Bath.

CAVE-DWELLING PLUS

BUT, to return to this particular caveman, whose cave brought cave-dwelling to terms with the modern world. Inside it the police found a shot gun and cartridges, a radio and television set, a record player, a tape recorder, an adding machine, a paraffin stove, oil cans, hurricane lamps, milk bottles and a large store of food. It took seven policemen seven hours to bring them all to the surface. There indeed was a cave-dweller who was letting himself back gently to the ways of his remote ancestors. Robinson Crusoe made do with a good deal less in the way of equipment. The caveman himself was described as intelligent and educated but solitary and anxious to live rough. He was found guilty of stealing the gun and the milk and receiving stolen property to the value of £250, and was sent to prison for 18 months. One hopes that he will not be disconcerted by soft luxurious living there. The Recorder in sentencing him produced a notable meiosis by way of comment: "You are a peculiar person with peculiar ideas." Indeed, yes.

RICHARD ROE.

RISE IN LOCAL GOVERNMENT SALARIES

All local government officers except town and county clerks and certain chief officers receive salary increases ranging from £10 to £105 a year under an agreement announced on 26th September. The increases are back-dated to 1st September. The scale for assistant solicitors rises from £835–£1,165 to £890–£1,245, while that for engineers, surveyors, architects and finance staffs rises from £785–£1,070 to £840–£1,145.

SOLICITORS BENEVOLENT ASSOCIATION

At the monthly meeting of the board of directors held on 28th September, 1960, it was learned with deep regret of the death on 30th August, 1960, of Mr. Charles H. Culross, who was elected a director in 1938 and had served as honorary treasurer of the Association since 1952. Eighty-five solicitors were admitted as members of the Association, bringing the total membership up to 9,132. Mr. Richard Henry Kennedy, of Taunton, Somerset, was elected to the board of directors. Twenty-nine applications for relief were considered, and grants totalling £3,090 9s. 2d. were made, £341 6s. 0d. of which was in respect of "special" grants for holidays, clothing, etc. Forms of application for membership and general information leaflets will gladly be supplied on request to the Association's offices, Clifford's Inn, Fleet Street, London, E.C.4. The minimum annual subscription is £1 1s. and a donation of £21 constitutes life membership.

Society

The SUSSEX SOCIETY OF YOUNG SOLICITORS are holding a meeting on 14th October, at 7.45 p.m., at the Royal Pavilion Hotel, Castle Square, Brighton. Dinner will be served at 8 p.m. and the meeting will be addressed by Sir Milner Holland, C.B.E., Q.C.

Obituary

Mr. HORACE FREDERICK BEAUMONT, solicitor, of London, E.C.4, died on 23rd September. He was admitted in 1909.

Mr. REGINALD CHALLINOR, retired solicitor, of Stoke-on-Trent, died on 19th September, aged 94. He was admitted in 1890 and retired early this year.

Mr. PHILIP HUGH CHILDS, J.P., solicitor, coroner for Portsmouth since 1935, died on 27th September, aged 84. He was admitted in 1898.

Mr. ERNEST ROBERT EVANS, retired solicitor, of Ely, died on 22nd September, aged 86. He was admitted in 1899.

Mr. EVAN LEWIS JONES, solicitor, of Rhayader, Radnorshire, died on 20th September, aged 69. Admitted in 1923, he was a past president of the Herefordshire, Breconshire and Radnorshire Law Society.

Mr. RICHARD MIDDLETON LINDSLEY, solicitor, of Sunderland, died on 16th September, aged 53. He was admitted in 1928, and was a past president of Sunderland Law Society.

REVIEWS

Library of Criminology No. 1: Pioneers in Criminology. Edited and introduced by HERMANN MANNHEIM. pp. xi and (with Index) 402. 1960. Published under the auspices of the Institute for the Study and Treatment of Delinquency. London: Stevens & Sons, Ltd. £2 5s. net.

This is a collection of critical articles about the work and personality of nearly a score of eminent men—five of them British—who paved the way to the modern attitude to crime and punishment. Now criminology has developed into a separate skill, because the causes of delinquency and its consequences are special matters of great importance. To-day the reform of the criminal is as carefully considered as the protection of the public, imprisonment is imposed as a last resort, and various reasonable efforts are made to help offenders retrace their steps to discipline and decency.

Of course, the boy who steals because he is hungry, or the old man who goes away with a pair of shoes because he badly needs them and cannot afford to buy them, is a rare bird these days and hardly presents a problem. Similarly, the drunken driver, the impecunious glutton who orders a large meal at an expensive restaurant, the fraud who indulges in luxury at the expense of his victims, the irresponsible young men who feel like having a ride and press into their service an unattended motor-car or motor-cycle—regardless of the inconvenience caused thereby to the owner of the vehicle and to others who may depend on him, e.g., a commercial traveller or a doctor on his round—they lack discipline and consideration, which they must be taught in a civilised society. It is otherwise with the respectable housewife who is caught out shoplifting, the epileptic who kills a friend or relation, the sexual maniac who rapes children, the pervert who indecently exposes himself in public. Undoubtedly, there is something temporarily or chronically wrong with them. Nevertheless, they cannot all be exonerated off-hand on account of their condition, on the plea that it determines their conduct—if only because not all such conduct is irresistible, seeing that irresistible conduct results from a specific condition which is accompanied, preceded and/or followed by unmistakable symptoms. To deny the existence of free-will in man because his freedom of action is limited is like denying the existence of freedom in a society because none of its members is permitted to do as he or she pleases.

Lawyers duly appreciate the valuable assistance which criminology brings to their work; so much so that it is safe to predict that the influence of criminology will grow with its own progress. Fortunately, everybody concerned realises that the administration of justice would not be improved, let alone perfected, by the abandonment of common sense.

Guide to Compulsory Purchase and Compensation. Fourth Edition. By R. D. STEWART-BROWN, Q.C., M.A. pp. xviii and (with Index) 135. 1960. London: Sweet & Maxwell, Ltd. £1 5s. net.

This book can be strongly recommended to any solicitor who requires a clear explanation of the complex rules relating to compulsory acquisition and the assessment of compensation. The subject gives rise to many troublesome problems, largely because the archaic language of the Lands Clauses Consolidation Act, 1845, is incorporated into most modern statutes granting powers. The rules as to assessment of compensation, on the other hand, have been changed many times in recent years and the provisions of the Town and Country Planning Act, 1959, in particular are not easy to understand. It is often necessary to ascertain the statute granting compulsory powers, and there is no better source of information than the Appendices to this work, which distinguish those Acts which apply the procedure specified in the Acquisition of Land (Authorisation Procedure) Act, 1946.

The author has provided sufficient explanation to meet most requirements and the inclusion of too much detailed comment would defeat his purpose. We would suggest, however, that in a future edition he should consider expanding the chapter on Completion of Purchase. Many doubts arise at this stage, for instance as to the form of the conveyance.

Advocacy—Its Principles and Practice. By R. K. SOONAVALA, B.A. (Hons.), LL.B. With an introductory note on "The Art of Advocacy" by the Hon. Mr. Justice M. C. CHAGLA, B.A. (Oxon), Barrister-at-Law. pp. xvi and (with Index) 959. 1960. Bombay: N. M. Tripathi Private, Ltd. Agents in the U.K.: Sweet & Maxwell, Ltd. £2 10s. net.

This is an encyclopaedic work, a veritable mine of information, on every aspect of the advocate's craft: e.g., facts of the case, questioning of witnesses, eloquence, professional ethics. Copious and numerous quotations from masters, both ancient and modern, reinforce many a useful hint on trial tactics. Some repetition is inevitable, in view of the detailed treatment which leaves out nothing. The ordinary practitioner will be surprised to find that his skill is among the most technical, though at bottom a matter of common sense and hard work. Because he deals with life in the raw and life at different degrees of sophistication, he has to be a man of the world and his art embraces the elements of a wide range of knowledge. This monumental compilation of principles and practice in forensic contests, illustrated by anecdotes and examples drawn from well-known cases, diverts as well as instructs. Here are two instances of faulty cross-examination, showing how counsel's curiosity killed his client's case: (1) *Q.* The defendant and you travelled to court by the same bus? *A.* Yes. *Q.* Can you account for this? *A.* There is only one bus a day from our village to town. (2) *Q.* You've told us that you did not see my client bite off the complainant's ear; now just what did you see? *A.* I saw him spit it out of his mouth.

English Courts of Law. Third Edition. By H. G. HANBURY, Q.C., D.C.L. pp. (with Index) 196. 1960. London: Oxford University Press. 8s. 6d. net.

This book has proved to be of considerable value to students of the English legal system and its history. It gives a clear account of the growth of common law and equity and of the courts which were involved in their development, and the work also contains a useful and concise review of the courts at the present day. The place of judges in the constitution is considered and a chapter is devoted to barristers and solicitors. The usefulness of this book and the passing of several important statutes, including the Criminal Justice Administration Act, 1956, the Restrictive Trade Practices Act, 1956, and the Tribunals and Inquiries Act, 1958, amply justify this new edition.

BOOKS RECEIVED

Trial of American U-2 Spy Pilot. Indictment, Evidence, Speeches and Verdict in the case of Francis G. Powers, Moscow, August, 1960. pp. 92. 1960. London: *Soviet News*. 2s. net.

The Criminal Law Review. Special Issue on Violence. Edited by JOHN BURKE and PETER ALLSOP, M.A., Barristers-at-Law. 1960. London: Sweet & Maxwell, Ltd. 3s. 6d. net.

The Local Government Library: Encyclopedia of the Law of Town and Country Planning. Release No. 2, 26th May, 1960. London: Sweet & Maxwell, Ltd.

The Rule of Law in a Free Society. A Report on the International Congress of Jurists, New Delhi, India, 1959. Prepared by NORMAN S. MARSH, M.A., B.C.L., of the Middle Temple, Barrister-at-Law. pp. xi and 340. 1960. Geneva: International Commission of Jurists. 15s. net.

Taswell-Langmead's English Constitutional History, from the Teutonic Conquest to the Present Time. Eleventh Edition. By THEODORE F. T. PLUCKNETT, M.A. London, LL.B., M.A., Litt. D. Cambridge. pp. xx and (with Index) 733. 1960. London: Sweet & Maxwell, Ltd. £2 7s. 6d. net.

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NOTES OF CASES

The Notes of Cases in this issue are published by arrangement with the Council of Law Reporting, and, in general, full reports will be found in the Weekly Law Reports. Where possible the appropriate page reference is given at the end of the note.

Chancery Division

ESTATE DUTY: PARTNERSHIP BUSINESS FOR JOINT LIVES: WHETHER "INTEREST IN A BUSINESS" PASSES ON DEATH OF PARTNER

Burdett-Coutts *v.* Inland Revenue Commissioners

Buckley, J. 12th July, 1960

Adjourned summons.

By a deed of partnership dated 17th January, 1957, a testator and his son entered into a partnership for their joint lives in the business of farming. The deed provided, *inter alia*, that the capital of the partnership should include the then value of the live and dead stock, agricultural machinery and implements, book debts and other assets of the farming business then carried on by the testator, that the profits should be divided and the losses borne equally and that on the death of either partner the survivor should have the option, exercisable within three months of the death, of purchasing the share of the deceased partner in the capital and assets of the partnership. The deed further provided that if on the death of either partner the other should not exercise the option, then the partnership should be wound up in accordance with the Partnership Act, 1890. By a codicil to his will dated 19th January, 1957, the testator gave all his share of the capital and assets of the partnership with his share of any partnership profits due to him at his death to the son absolutely, subject to any duties payable in respect thereof by reason of his death. Consequently, on the testator's death on 22nd February, 1957, the son never exercised the option. On a summons to determine whether the estate duty payable on the testator's death in respect of his share or interest in the farm machinery and plant should be charged in accordance with the reduced rate of duty prescribed by s. 28 (1) of the Finance Act, 1954, the executors of the testator's estate contended that the testator had an interest in the partnership business which passed on his death within s. 28 (1) and the Commissioners of Inland Revenue contended that that section was inapplicable.

BUCKLEY, J., said that *Manley* v. *Sartori* [1927] 1 Ch. 157, was authority for the view that when a dissolved partnership was about to be or was in the course of being wound up, each partner or his estate retained an interest in every single asset of the former partnership which remained unrealised or unappropriated and that interest was proportionate to his share in the totality of the surplus assets of the partnership. It followed that where the partnership business survived the dissolution as a going concern, each partner retained an interest in every asset employed in it. In any case, therefore, where a partnership at will or for joint lives became dissolved or liable to be wound up on the death of one of the partners, and at the death the partnership business was a going concern, it necessarily followed that an interest passed on the death of the deceased partner. There was a close nexus between partnership assets and the value of each partner's share, and it was clear from s. 28 (1) of the Finance Act, 1954, that relief under the section was available in any case in which the value of the plant and machinery used in the relevant business underlay and contributed to the value of the deceased's interest in that business. In the case of a partner whose death dissolved his partnership, the value of his interest in the partnership was an element of the value of his net personal estate and the value of that interest could only be ascertained after ascertaining the value of the partnership assets. It was appropriate to describe some part of the duty chargeable on the death as being chargeable "in respect of" the assets employed in the business.

APPEARANCES: *R. O. Wilberforce*, Q.C., and *K. J. T. Elphinstone* (*Lawrence, Graham & Co.*); *R. E. Borneman*, Q.C., and *E. Blanshard Stamp* (*Solicitor of Inland Revenue*).

[Reported by Miss PHILIPPA PRICE, Barrister-at-Law] [1 W.L.R. 1037

PROFITS TAX: ROYALTIES PAID TO PATENTEE FOR LICENCE TO MANUFACTURE PATENTED ARTICLE: WHETHER "DISTRIBUTIONS"

Inland Revenue Commissioners *v.* H. Dunning & Co. (1946), Ltd.

Cross, J. 14th July, 1960

Case stated by the Special Commissioners.

A company, incorporated in 1946 to carry on the business of light engineering, was director-controlled within the meaning of the profits tax legislation. In 1951, *H*, a director and member of the company, invented a special type of "cable gland" used for engineering purposes, which he patented in 1952. On 31st December, 1954, he entered into an agreement with the company whereby he granted a licence to the company to manufacture and sell the patented article, and the company covenanted to pay him £7 10s. per cent. of the selling price of every such article manufactured and sold. The company made payments under the agreement totalling £4,072 during the period March, 1955, to its termination in September, 1955. The Crown claimed that these payments were an amount applied for the benefit of *H* within the meaning of s. 36 (1) (*c*) of the Finance Act, 1947, and must accordingly be deemed for the purposes of s. 35 of the Act to be a "distribution" to him of that amount. The Special Commissioners found that the agreement was a genuine commercial agreement under which the company received full consideration for the payments made to *H*, and that the payments were not a "distribution" within the meaning of the subsection. The Crown appealed.

CROSS, J., said that he was bound by the decision in *Inland Revenue Commissioners* v. *Chappie, Ltd.* (1953), 34 T.C. 509, where the court rejected the idea that there need be any element of bounty in a payment in order to bring it within the scope of s. 36 (1) (*c*) of the Finance Act, 1947. Therefore, although the manufacturers had paid full consideration for the payments made to *H*, nevertheless the payments were to be deemed a distribution within s. 36 (1). Appeal allowed.

APPEARANCES: *Sir Lynn Ungoed-Thomas*, Q.C., and *Alan Orr* (*Solicitor of Inland Revenue*); *P. J. Brennan* (*Amelan & Roth*, Manchester).

[Reported by Miss PHILIPPA PRICE, Barrister-at-Law]

VARIATION OF TRUSTS: RECTIFICATION OF SETTLEMENT

***In re* Tinker's Settlement**

Russell, J. 15th July, 1960

Adjourned summons.

By a settlement dated 4th April, 1951, it was provided that certain funds should be held by the trustees for the settlor's son and daughter in equal shares. Clause 1 (3) provided that if the son attained the age of thirty he should become absolutely entitled to his share, and cl. 1 (5) that if he should die before attaining that age then his share was to accrue to the daughter's share. The settlement provided that if the daughter should attain the age of thirty the income of her

share should be payable to her during her life and after her death the capital was to be held on trust for her children. The settlor applied to the court under s. 1 of the Variation of Trusts Act, 1958, for approval on behalf of unborn persons interested in the settled funds of a variation of the trusts of the son's share whereby, should the son die before attaining the age of thirty, leaving a child or children who attained the age of twenty-one, one-half of the son's share should be held on trust for such child or children, and cl. 1 (5) should be made subject to a new clause to that effect. At the date of these proceedings, the son and daughter were both unmarried and under thirty years of age.

RUSSELL, J., said that he must be satisfied before sanctioning such an arrangement that it was beneficial to the unborn children of the daughter. Council for the settlor had said that this was a sensible and fair thing to do because someone had forgotten about the son's children and that it would seem very hard that this half of the settlement should go away from his children to his sister and her children, and, secondly, that it would in a broad sense be beneficial to the sister's children as members of this whole family. The jurisdiction under the Variation of Trusts Act could not be applied in that broad way. Although it might very well be that one could throw that kind of consideration into the scale to increase a financial benefit which was already established, yet one could not regard it as a benefit in its own right. Having regard to the type of claim for rectification which was adumbrated, the variation under the Act sought could not be approved.

APPEARANCES: *B. L. Bathurst*, Q.C., *Hector Hillaby*, *D. S. Chetwood*, *B. J. H. Clauson* and *G. B. H. Dillon* (*Stafford Clark & Co.*, for *Simpson, Curtis & Co.*, Leeds).

[Reported by J. D. PENNINGTON, Esq., Barrister-at-Law] [1 W.L.R. 1011

Queen's Bench Division

COMPANY: REMOVAL OF MANAGING DIRECTOR FROM OFFICE: BREACH OF CONTRACT

Shindler *v.* Northern Raincoat Co., Ltd.

Diplock, J. 11th March, 1960

Action.

The plaintiff sold the share capital of the defendant company to *L* Co. for £25,000 and it was agreed that the defendant company would enter into a ten-year service agreement to employ the plaintiff as managing director at £3,000 a year plus commission and expenses, which agreement was executed on 8th April, 1958. In August, 1958, *L* Co., having offered the plaintiff alternative employment to which he appeared agreeable, sold the share capital in the defendant company to *M* Co., who did not wish to retain the plaintiff's services. No concluded agreement as to the plaintiff's employment by *L* Co. was ever reached and the plaintiff refused all subsequent offers of employment by them. At an extraordinary general meeting of the defendant company on 21st November, 1958, the plaintiff was removed from office as a director. *L* Co. made further offers to employ the plaintiff in February and March, 1959, which he refused. The plaintiff claimed damages against the defendant company for wrongful dismissal.

DIPLOCK, J., said that the argument for the defendants was that, where a company's articles of association included art. 68 of Table A, the directors had no power to appoint a managing director on terms which purported to exclude the company's right to terminate his office and his appointment as managing director *ipso facto* upon his ceasing to be a director, or by resolution in general meeting to resolve that his tenure of office as managing director be determined. That argument could be put in alternative ways, either that an agreement for a fixed term which did not incorporate the right of the company set out in art. 68 was *ultra vires*, or else that an agreement for a fixed term must be subject to the implied term that it was terminable in either of the circumstances set out at the end of art. 68. That point was concluded against the defendants by the decision of the House of Lords in *Southern Foundries* v. *Shirlaw* [1940] A.C. 701. There was an implied engagement on the part of the company that it would do nothing of its own motion to put an end to the state of circumstances which enabled the plaintiff to continue as managing director, i.e., an undertaking that it would not revoke his appointment as a director and would not resolve that his tenure of office be determined. Judgment for the plaintiff for £7,500.

APPEARANCES: *D. Brabin*, Q.C., and *C. N. Glidewell* (*Linder, Myers & Pariser*, Manchester); *Fenton Atkinson*, Q.C., and *Lionel Cohen* (*Amelan & Roth*, Manchester).

[Reported by J. D. PENNINGTON, Esq., Barrister-at-Law] [1 W.L.R. 1038

IN WESTMINSTER AND WHITEHALL

STATUTORY INSTRUMENTS

Betting (Licensing) Regulations, 1960. (S.I. 1960 No. 1701.) 8d.

Betting (Licensing) (Scotland) Regulations, 1960. (S.I. 1960 No. 1748.) 8d.

British Wool Marketing Scheme (Directions) Amendment Order, 1960. (S.I. 1960 No. 1726.) 5d.

Coal Mines (Precautions against Inflammable Dust) (Variation) Regulations, 1960. (S.I. 1960 No. 1738.) 5d.

Crick (Northamptonshire)–Doncaster By-Pass Special Road Scheme, 1960. (S.I. 1960 No. 1703.) 8d.

Electricity (Scotesco Pension Fund) (Winding Up) Regulations, 1960. (S.I. 1960 No. 1724 (S. 86).) 5d.

Importation of Horses, Asses and Mules (African Horse Sickness) (Prohibition) Order, 1960. (S.I. 1960 No. 1721.) 5d.

London Traffic (Prescribed Routes) (Stepney) (No. 2) Regulations, 1960. (S.I. 1960 No. 1720.) 4d.

National Insurance (Non-participation–Local Government Staffs) Regulations, 1960. (S.I. 1960 No. 1725.) 5d.

Newtown and Llanidloes Rural Water Order, 1960. (S.I. 1960 No. 1727.) 5d.

Stopping up of Highways Orders, 1960:—

County of Cornwall (No. 8). (S.I. 1960 No. 1719.) 5d.
County of Durham (No. 12). (S.I. 1960 No. 1704.) 5d.
County of Durham (No. 22). (S.I. 1960 No. 1699.) 5d.
County of Gloucester (No. 13). (S.I. 1960 No. 1731.) 5d.
County Borough of Great Yarmouth (No. 1). (S.I. 1960 No. 1732.) 5d.
County of Hampshire (No. 12). (S.I. 1960 No. 1702.) 5d.
County of Hertford (No. 8). (S.I. 1960 No. 1706.) 5d.
County of Kent (No. 16). (S.I. 1960 No. 1730.) 5d.
County of Oxford (No. 5). (S.I. 1960 No. 1705.) 5d.
County of Oxford (No. 6). (S.I. 1960 No. 1733.) 5d.
County of Warwick (No. 11). (S.I. 1960 No. 1718.) 5d.
County of Worcester (No. 11). (S.I. 1960 No. 1717.) 5d.

Town and Country Planning (General Development) (Scotland) Amendment Order, 1960. (S.I. 1960 No. 1722 (S. 24).) 5d.

Tuberculosis (Compensation) Amendment Order, 1960. (S.I. 1960 No. 1714.) 5d.

Tuberculosis (England and Wales Attested Area) Order, 1960. (S.I. 1960 No. 1708.) 5d.

REGISTER OF

Auctioneers, Valuers, Surveyors, Land and Estate Agents

SOMERSET (*continued*)

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Weston-super-Mare and District.—MASTERS & CO. F.R.I.C.S., F.A.I., Chartered Surveyors, Chartered Auctioneers and Estate Agents, 5 High Street. Tel. 6443/4.

Yeovil and District.—PALMER, SNELL & CO., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. Tel. 25 and 1796. London Office: 130 Mount Street, W.1.

STAFFORDSHIRE

Stoke-on-Trent and North Staffs.—CHARLES BUTTERS & SONS, Established 1856. Chartered Auctioneers, Surveyors, Valuers and Estate Agents, Trinity Buildings, Hanley, Stoke-on-Trent. Tel. 2138/9. Also at Leek.

SUFFOLK

Bury St. Edmunds and East Anglia.—LACY SCOTT AND SONS, 3 Hatter Street, Bury St. Edmunds. Phone 43 and 692.

Ipswich and East Anglia.—SPURLINGS & HEMPSON (Est. 1780), Chartered Surveyors, Chartered Auctioneers, 26 Princes Street, Ipswich. Tel. 51807/8.

Ipswich and East Anglia.—WOODCOCK & SON, 16 Arcade Street, Ipswich. Tel. 54352 (2 lines). Specialists in Selling Country Property and Farms. Established 1850.

Woodbridge and East Suffolk.—ARNOTT & CALVER, Auctioneers and Valuers. Est. 1870. Tel. 179.

SURREY

Addiscombe, Shirley, Croydon.—MILLER, WILKINS AND CO., Auctioneers, Surveyors and Valuers, 191 Lower Addiscombe Road. Tel. ADDiscombe 2233/4; and 142 Wickham Road, Shirley. Tel. ADDiscombe 4021.

Ashtead and Leatherhead.—DOUGLAS & CO., F.A.L.P.A. Principal Office: 8 High Street, Leatherhead. Tel. 4136/7 (5 Offices).

Camberley (Hants and Berks Borders).—SADLER AND BAKER, Chartered Auctioneers and Estate Agents, 95 High Street. Est. 1880. Tel. 1619.

Caterham and District, Sanderstead to Purley.—J. C. O'BRIEN, Station Avenue, Caterham. Tel. 4255 and 348. Limpsfield Road, Sanderstead. Tel. 4426.

Cobham.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 47. Offices throughout West Surrey.

Coulsdon.—SINDEN, TOMKINS & KING, F.A.L.P.A., Valuers, Surveyors and Estate Agents, 26 Chipstead Valley Road. Tel. UPLands 0600.

Croydon.—BLAKE, SON & WILLIAMS. Est. 1798. Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 51 High Street, Croydon. CROydon 7155/6.

Croydon, Addiscombe and Wallington.—BOWDITCH & GRANT. (Est. 1881). Surveyors, Valuers, Auctioneers, 103/105 George Street, Croydon. Tel. CRO 0138/9.

Croydon and District.—JOHN P. DICKINS & SONS, Surveyors, Valuers and Estate Agents. Est. 1882. 2 and 4 George Street, Croydon. CROydon 3128/9/30.

Croydon and London.—HAROLD WILLIAMS AND PARTNERS, Chartered Surveyors, Valuers, Chartered Auctioneers and Estate Agents, 80 High Street, Croydon. Tel. Croydon 1931. And at Temple Chambers, Temple Avenue, E.C.4. Tel. Ludgate Circus 9288.

Croydon and Epsom.—ROBT. W. FULLER, MOON AND FULLER, Chartered Surveyors, Valuers and Auctioneers, 85 High Street, Croydon (CRO 3124/6), and at Epsom (communications to Croydon Office). Established 1824.

Croydon and Sutton.—SAINT, SYMINGTON AND STEDMAN, Surveyors, Auctioneers and Valuers, 106 High Street, Croydon. Tel. CRO 2216/7. And at 6 Cheam Road, Sutton. Tel. VIG 7616/7.

Dorking.—ARNOLD & SON, Auctioneers & Surveyors, 171 High Street and branches. Est. 1855. Tel. 2201/2.

Dorking.—WHITE & SONS, 104 High Street. Agricultural and General Surveyors and Valuers. Tel. 3255.

Dorking & London.—PEARSON, COLE & SHORLAND, Auction and Estate Offices, Dorking. Tel. 3897/8. Surveyors, Valuers and Auctioneers; and at 2 Hans Road, S.W.3. Tel. Kensington 0066.

Dorking, Bookham and Effingham.—CUBITT AND WEST. Tel. Dorking 2212, Bookham 2744. Valuers, Surveyors, Estate Agents.

Dorking and Reigate.—A. R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 258/260 High Street, Dorking. Tel. 4071/2. 6 Church Street, Reigate. Tel. 4422/3. And at Leatherhead and Epsom.

Epsom and Ewell.—DOUGLAS & CO., F.A.L.P.A. Principal Office: 10 High St., Epsom. Tel. 2362/4. (5 Offices, Ewell to Leatherhead).

Epsom and Leatherhead.—A. R. & J. GASCOIGNE-PEES, F.A.L.P.A., Auctioneers, Estate Agents and Surveyors, 21 High Street, Epsom. Tel. 4045/6. 4 Bridge Street, Leatherhead. Tel. 4133/4. And at Reigate and Dorking.

Esher.—EWBANK & CO., in association with Mann & Co. Est. 1891. Tel. 3537/8. Offices throughout West Surrey.

Esher and District.—W. J. BELL & SON, Chartered Surveyors, Valuers, Auctioneers and Estate Agents, 51 High Street. Tel. Esher 12.

SURREY (*continued*)

Ewell.—WILTSHIRES, Estate Agents, Surveyors, Auctioneers and Valuers, 55 High Street. Tel. Ewell 1665/6.

Farnham.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 4 Castle Street. Tel. 5274 (2 lines).

Farnham.—CUBITT & WEST. Tel. Farnham 5261. Valuers, Surveyors, Estate Agents.

Farnham.—EGGAR & CO., incorporating Curtis & Watson, Surveyors, Auctioneers, Land & Estate Agents, 74 Castle Street. Tel. 6221/3. And at Alton and Basingstoke, Hants.

Farnham.—GERMAN, ADDY & CO. (Est. 1903). Chartered Auctioneers and Estate Agents, Surveyors and Valuers, 111 West Street. Tel. 5283/4.

Farnham.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 32 South Street. (Tel. 6277).

Godalming.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, Estate Offices. Tel. 1722 (5 lines).

Guildford.—MANN & CO., Est. 1891, 22 Epsom Road. Tel. 62911/2. Offices throughout West Surrey.

Guildford.—MESSENGER, MORGAN & MAY, Chartered Surveyors, 8 Quarry Street. Tel. 2992/4.

Guildford.—WHITEHEAD & WHITEHEAD, amal. HEWETT & LEE, 144 High Street. (Tel. 2811/2).

Haslemere.—H. B. BAVERSTOCK & SON, Chartered Auctioneers and Estate Agents, 20 High Street. Tel. 1207.

Haslemere and Hindhead.—CUBITT & WEST. Tel. Haslemere 2345/6/7, Hindhead 63. Valuers, Surveyors, Estate Agents.

Kingston.—A. G. BONSOR, STEVENS & CO., Est. 1899, 82 Eden Street. Tel. KIN 0022.

Kingston.—NIGHTINGALE, PAGE & BENNETT, Est. 1825, Chartered Surveyors, 18 Eden Street. Tel. KIN 3356.

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Leatherhead, Ashtead, Oxshott.—CHAS. OSENTON AND CO., Chartered Auctioneers, 36 North Street, Leatherhead. (Tel. 3001/2); Ashstead 2382, Oxshott 3344.

Mitcham.—LEONARD DAVEY & HART, Chartered Surveyors, Auctioneers, Valuers and Estate Agents, Upper Green. Tel. MITcham 6101/2.

Redhill and Merstham.—E. H. BENNETT & PARTNERS, Auctioneers and Valuers. Tel. Redhill 3672. Merstham 2234/5.

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Richmond.—PENNINGTONS, 22 The Quadrant, Auctions, Valuations, Surveys. Rents collected. Tel. RIC 2255 (3 lines).

Sanderstead.—HOOKER & ROGERS, Railway Approach, Sanderstead. Manager, K. C. Fox, A.R.I.C.S. Tel. SAN 4414/5.

Surbiton.—E. W. WALLAKER & CO., F.A.L.P.A., Surveyors, Valuers, Auctioneers and Estate Agents, 56/7 Victoria Road, Surbiton, Surrey. Tel. Elmbridge 5381/4 and 4750, and at Chessington, Surrey, Shoreham-by-Sea and Lancing, Sussex. (Chartered Surveyor D. J. Peachey, F.R.I.C.S.)

Sutton.—DOUGLAS GRAHAM & CO., Estate Agents, Property Managers, 269 High Street. Tel. VIG 0026/7/8. And at Thornton Heath, Norbury and Piccadilly, W.1.

Sutton.—IDRIS JONES & PARTNERS, F.R.I.C.S., F.A.I., 22 The Arcade, Sutton. VIGilant 0182; and at 300 Abbey House, Westminster.

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Thornton Heath.—DOUGLAS GRAHAM & CO., Estate Agents and Property Managers, 808 London Road. Tel. THO 3888 (4 lines). And at Norbury, Sutton and Piccadilly, W.1.

Virginia Water and Wentworth.—GOSLING AND MILNER, Station Approach, Virginia Water. Tel. Wentworth 2277. And at 8 Lower Grosvenor Place, S.W.1. Tel. Victoria 3634.

Wallington.—WILLIAM A. DAVIS & PARTNERS, 4 Stanley Park Road. Tel. Wallington 2567.

Walton.—MANN & CO., Est. 1891, 38 High Street. Tel. 2331/2. Offices throughout West Surrey.

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Walton/Weybridge.—WARING & CO. Est. 1890. Surveyors, Estate Agents, Auctioneers and Valuers. Tel. Walton-on-Thames 24151/2.

West Byfleet.—MANN & CO., incorporating Ewbank and Co. Est. 1891. Tel. 3288/9. Offices throughout West Surrey.

Weybridge.—EWBANK & CO., in association with Mann and Co. Est. 1891. Tel. 2323/5. Offices throughout West Surrey.

Weybridge and District.—J. E. PURDIE & SON, Chartered Surveyors and Estate Agents, 1 and 3 Queens Road, Weybridge. Tel. 3307 (3 lines), and at Walton-on-Thames.

Weybridge and District.—WATERER & SONS, Chartered Auctioneers and Estate Agents, Surveyors, etc. Tel. 3838/9.

(*continued on p. xx*)

SURREY (*continued*)

Woking.—HOAR & SANDERSON, F.V.I. Tel. 3263/4. Ten associated Surrey offices.

Woking.—MANN & CO., Est. 1891, Chartered Surveyors Tel. 3800 (6 lines). Offices throughout West Surrey.

Woking.—MOLDRAM, CLARKE & EDGLEY, Chartered Surveyors. Tel. 3419; and at Guildford.

SUSSEX

Angmering-on-Sea, Rustington, Worthing and Storrington.—BERNARD TUCKER & SON. Est. 1890. L. B. Tucker, F.R.I.C.S., F.A.I., G. H. E. Evans, F.A.L.P.A., W. J. Brown, F.A.I. Tels. Rustington 1, Worthing 5708/9. Storrington 535.

Arundel and Rustington.—HEASMAN & PARTNERS. Tel. Arundel 2323, Rustington 900.

Bexhill-on-Sea.—JOHN BRAY & SONS (Est. 1864), Estate Agents, Auctioneers and Valuers, 1 Devonshire Square. Tel. 14.

Bexhill-on-Sea and Cooden.—ERNEST SHEATHER, F.A.I., & PARTNER, Auctioneers and Estate Agents, 14 St. Leonards Road. Tel. 350, 351 and 2280.

Bexhill-on-Sea and Little Common.—RICHES & GRAY (Est. 1883), Chartered Auctioneers and Estate Agents, 25 Sea Road, Bexhill-on-Sea. Tel. 34/5. And at 25 Cooden Sea Road, Little Common. Tel. Cooden 2939.

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Brighton.—MELLOR & MELLOR, Chartered Auctioneers and Estate Agents, 110 St. James's Street. Tel. 682910.

Brighton.—H. D. S. STILES & CO., F.R.I.C.S., F.A.I. (special rating diploma), 6 Pavilion Buildings. Tel. Brighton 23244 (4 lines). 10 King's Bench Walk, Temple E.C.4. Tel. Central 5356. 3 The Steyne, Worthing. Tel. Worthing 9192/3.

Brighton.—FRANK STONE & PARTNERS, F.A.L.P.A., 84 Queen's Road. Tel. Brighton 29252/3.

Brighton and Hove.—WILLIAM WILLETT, LTD., Auctioneers and Estate Agents, 52 Church Road, Hove. Tel. Hove 34055. London Office, Sloane Square, S.W.1. Tel. Sloane 8141.

Brighton, Hove and Surrounding Districts.—MAURICE P. HATCHWELL, F.R.I.C.S., F.A.I., Chartered Surveyor, Chartered Auctioneer and Estate Agent, 4 Bartholomews, Brighton, 1. Tel. Brighton 23107.

Brighton and Hove and Surrounding Districts.—C. HORTON LEDGER, F.A.I., Established 1885, Chartered Auctioneer and Estate Agent, Surveyor and Valuer, "Sussex House," 126/7 Western Road, Hove, Sussex. Tel. 71291.

Chichester and Bognor Regis.—WHITEHEAD & WHITEHEAD, Chartered Auctioneers and Estate Agents, South Street, Chichester. Tel. 3031 (5 lines). Station Road, Bognor Regis. Tel. 2237/8.

Crawley.—WM. WOOD, SON & GARDNER, Surveyors and Valuers. Tel. Crawley, 1.

Crowborough.—DONALD BEALE & CO., Auctioneers, Surveyors and Valuers. The Broadway. Tel. Crowborough 3333.

Eastbourne.—FRANK H. BUDD, LTD., Auctioneers, Surveyors, Valuers, 1 Bolton Road. Tel. 1860.

Eastbourne.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 12 Gildredge Road. Tel. Eastbourne 1285.

Eastbourne.—HEFFORD & HOLMES, F.A.I., Chartered Auctioneers and Estate Agents, 51 Gildredge Road. Tel. Eastbourne 7840.

Eastbourne.—OAKDEN & CO., Estate Agents, Auctioneers and Valuers, 24 Cornfield Road. Est. 1897. Tel. 1234/5.

Eastbourne and District.—FARNHAM & CO., Auctioneers, Estate Agents and Valuers, 6 Terminus Road, Eastbourne. Tel. 4433/4/5. Branch at 87 Eastbourne Road, Lower Willingdon, and 4 Grand Parade, Polegate.

East Grinstead.—Messrs. P. J. MAY (P. J. May and A. L. Apthorp, F.R.I.C.S., F.A.I., M.R.San.I.), 2 London Road. Tel. East Grinstead 315/6.

East Grinstead.—TURNER, RUDGE & TURNER, Chartered Surveyors. Tel. East Grinstead 700/1.

Hassocks and Mid-Sussex.—AYLING & STRUDWICK, Chartered Surveyors. Tel. Hassocks 882/3.

Hastings, St. Leonards and East Sussex.—DYER & OVERTON (H. B. Dyer, D.S.O., F.R.I.C.S., F.A.I.; F. R. Hynard, F.R.I.C.S.), Consultant Chartered Surveyors. Estd. 1892. 6-7 Havelock Road, Hastings. Tel. 5661 (3 lines).

Hastings, St. Leonards and East Sussex.—WEST (Godrey, F.R.I.C.S., F.A.I.) & HICKMAN, Surveyors and Valuers, 50 Havelock Road, Hastings. Tel. 6688/9.

Haywards Heath and District.—DAY & SONS, Auctioneers and Surveyors, 115 South Road. Tel. 1580. And at Brighton and Hove.

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Horsham.—KING & CHASEMORE, Chartered Surveyors, Auctioneers, Valuers, Land and Estate Agents. Tel. Horsham 3355 (3 lines).

Horsham.—WELLER & CO., Surveyors, Auctioneers, Valuers, Estate Agents. Tel. Horsham 3311. And at Guildford, Cranleigh and Henfield.

REGISTER OF

Auctioneers, Valuers, Surveyors, Land and Estate Agents

SUSSEX (*continued*)

Hove.—DAVID E. DOWLING, F.A.L.P.A., Auctioneer, Surveyor, Valuer & Estate Agent. 75 Church Road, Hove. Tel. Hove 37213 (3 lines).

Hove.—PARSONS SON & BASLEY (W. R. De Silva, F.R.I.C.S., F.A.I.), 173 Church Road, Hove. Tel. 34564.

Hove and District.—WHITLOCK & HEAPS, Incorporated Auctioneers, Estate Agents, Surveyors and Valuers, 65 Sackville Road. Tel. Hove 31822.

Hove, Portslade, Southwick.—DEACON & CO., 11 Station Road, Portslade. Tel. Hove 48440.

Lancing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Lewes and Mid-Sussex.—CLIFFORD DANN, B.Sc., F.R.I.C.S., F.A.I., Fitzroy House, Lewes. Tel. 750. And at Ditchling and Hurstpierpoint.

Seaford.—W. G. F. SWAYNE, F.A.I., Chartered Auctioneer and Estate Agent, Surveyor and Valuer, 3 Clinton Place. Tel. 2144.

Storrington, Pulborough and Billinghurst.—WHITEHEAD & WHITEHEAD amal. with D. Ross & Son, The Square, Storrington (Tel. 40), Swan Corner, Pulborough (Tel. 232/3), High Street, Billinghurst (Tel. 391).

Sussex and Adjoining Counties.—JARVIS & CO., Haywards Heath. Tel. 700 (3 lines).

West Worthing and Goring-by-Sea.—GLOVER & CARTER, F.A.L.P.A., 110 George V Avenue, West Worthing. Tel. 8686/7. And at 6 Montague Place, Worthing. Tel. 6264/5.

Worthing.—A. C. DRAYCOTT, Chartered Auctioneers and Estate Agents, 8-14 South Street, Lancing, Sussex. Tel. Lancing 2828.

Worthing.—EYDMANN, STREET & BRIDGE (Est. 1864), 14 Chapel Road. Tel. 4060.

Worthing.—HAWKER & CO., Chartered Surveyors, Chapel Road, Worthing. Tel. Worthing 1136 and 1137.

Worthing.—PATCHING & CO., Est. over a century. Tel. 5000. 5 Chapel Road.

Worthing.—JOHN D. SYMONDS & CO., Chartered Surveyors, Revenue Buildings, Chapel Road. Tel. Worthing 623/4.

WARWICKSHIRE

Birmingham and District.—SHAW, GILBERT & CO., F.A.I., "Newton Chambers," 43 Cannon Street, Birmingham, 2. Midland 4784 (4 lines).

WARWICKSHIRE (*continued*)

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Coventry.—CHAS. B. ODELL & CO. (Est. 1901) Auctioneers, Surveyors, Valuers and Estate Agents, 53 Hertford Street. Tel. 22037 (4 lines).

Leamington Spa and District.—TRUSLOVE & HARRIS, Auctioneers, Valuers, Surveyors. Head Office: 38/40 Warwick Street, Leamington Spa. Tel. 1861 (2 lines).

Rugby and District.—WIGGINS & RUSSELL, Auctioneers, etc., 14 Regent Place, Rugby (Tel. 2548).

Sutton Coldfield.—QUANTRILL SMITH & CO., 4 and 6 High Street. Tel. SUT 4481 (5 lines).

WESTMORLAND

Kendal.—MICHAEL C. L. HODGSON, Auctioneers and Valuers, 10a Highgate. Tel. 1375.

Windermere.—PROCTER & BIRKBECK (Est. 1841), Auctioneers, Lake Road. Tel. 688.

WILTSHIRE

Bath and District and Surrounding Counties.—COWARD, JAMES & CO., incorporating FORTT, HATT & BILLINGS (Est. 1903), Surveyors, Auctioneers and Estate Agents, Special Probate Department. New Bond Street Chambers. 14 New Bond Street, Bath. Tel. Bath 3150, 3584, 4268 and 61360.

Marlborough Area (Wilts, Berks and Hants Borders).—JOHN GERMAN & SON (Est. 1840), Land Agents, Surveyors, Auctioneers and Valuers, Estate Offices, Ramsbury, Nr. Marlborough. Tel. Ramsbury 361/2. And at Ashby-de-la-Zouch, Burton-on-Trent and Derby.

WORCESTERSHIRE

Kidderminster.—CATTELL & YOUNG, 31 Worcester Street. Tel. 3075 and 3077. And also at Droitwich Spa and Tenbury Wells.

Worcester.—BENTLEY, HOBBS & MYTTON, F.A.I., Chartered Auctioneers, etc., 49 Foregate Street. Tel. 5194/5.

YORKSHIRE

Bradford.—NORMAN R. GEE & HEATON, 72/74 Market Street, Chartered Auctioneers and Estate Agents. Tel. 27202 (2 lines). And at Keighley.

YORKSHIRE (*continued*)

Bradford.—DAVID WATERHOUSE & NEPHEWS, F.A.I., Britannia House, Chartered Auctioneers and Estate Agents. Est. 1844. Tel. 22622 (3 lines).

Hull.—EXLEY & SON, F.A.L.P.A. (Incorporating Officer and Field), Valuers, Estate Agents, 70 George Street Tel. 3399/2.

Leeds.—SPENCER, SON & GILPIN, Chartered Surveyor 2 Wormald Row, Leeds, 2. Tel. 3-0171/2.

Scarborough.—EDWARD HARLAND & SONS, 4 Aberdeen Walk, Scarborough. Tel. 834.

Sheffield.—HENRY SPENCER & SONS, Auctioneers, 4 Paradise Street, Sheffield. Tel. 25206. And at 20 The Square, Retford, Notts. Tel. 531/2. And 91 Bridge Street, Worksop. Tel. 2654.

SOUTH WALES

Cardiff.—DONALD ANSTEE & CO., Chartered Surveyors, Auctioneers and Estate Agents, 91 St. Mary Street, Tel. 30429.

Cardiff.—S. HERN & CRABTREE, Auctioneers and Valuers. Established over a century. 93 St. Mary Street. Tel. 29383.

Cardiff.—J. T. SAUNDERS & SON, Chartered Auctioneers & Estate Agents. Est. 1895. 16 Dumfries Place, Cardiff. Tel. 20234/5, and Windsor Chambers, Penarth. Tel. 22.

Cardiff.—JNO. OLIVER WATKINS & FRANCIS, Chartered Auctioneers, Chartered Surveyors, 11 Dumfries Place. Tel. 33489/90.

Swansea.—E. NOEL HUSBANDS, F.A.I., 139 Walter Road. Tel. 57801.

Swansea.—ASTLEY SAMUEL, LEEDER & SON (Est. 1863), Chartered Surveyors, Estate Agents and Auctioneers, 49 Mansel Street, Swansea. Tel. 55891 (4 lines).

NORTH WALES

Denbighshire and Flintshire.—HARPER WEBB & CO., (incorporating W. H. Nightingale & Son), Chartered Surveyors, 35 White Friars, Chester. Tel. 20685.

Wrexham, North Wales and Border Counties.—A. KENT JONES & CO., F.A.I., Chartered Auctioneers and Estate Agents, Surveyors and Valuers. The Estate Offices, 43 Regent Street, Wrexham. Tel. 3483/4.

Wages Regulation (Flax and Hemp) Order, 1960. (S.I. 1960 No. 1713.) 8d.

This Order, which has effect from 5th October, 1960, sets out the statutory minimum remuneration payable in substitution for that fixed by the Wages Regulation (Flax and Hemp) Order, 1959, which is revoked.

Water Byelaws (Extension of Operation) Order, 1960. (S.I. 1960 No. 1723 (S. 85).) 4d.

SELECTED APPOINTED DAYS

September

30th — Betting and Gaming Act, 1960, ss. 2 (2), 4 (2), (3), (4), 8, 10, 19 (5), 27, 28, 29 (4), 30, 31 (1), (2), Scheds. I (except for para. 8 purposes) and III.

Betting (Licensing) Regulations, 1960. (S.I. 1960 No. 1701.)

October

1st — Building Societies Act, 1960.

Coal Mines (Precautions against Inflammable Dust) (Variation) Regulations, 1960. (S.I. 1960 No. 1738.)

First-Aid (Revocation) Regulations, 1960. (S.I. 1960 No. 1690.)

First-Aid Boxes (Miscellaneous Industries) Order, 1960. (S.I. 1960 No. 1691.)

Food Hygiene (Docks, Carriers, etc.) Regulations, 1960. (S.I. 1960 No. 1602.)

Food Hygiene (General) Regulations, 1960. (S.I. 1960 No. 1601.)

National Health Service (General Medical and Pharmaceutical Services) Amendment Regulations, 1960. (S.I. 1960 No. 1274.)

National Insurance (Non-participation—Local Government Staffs) Regulations, 1960. (S.I. 1960 No. 1725.)

Patents, etc. (United Arab Republic) (Convention) Order, 1960. (S.I. 1960 No. 1651.)

Population (Statistics) Act, 1960, ss. 2, 3, 4.

Registration (Births, Still-births and Deaths) (Prescription of Forms) Regulations, 1960. (S.I. 1960 No. 1603.)

Registration (Births, Still-births, Deaths and Marriages) Amendment Regulations, 1960. (S.I. 1960 No. 1604.)

Road Vehicles (Excise) (Prescribed Particulars) (Amendment) (No. 2) Regulations, 1960. (S.I. 1960 No. 1647.)

Road Vehicles (Part Year Licensing) (Revocation) Order, 1960. (S.I. 1960 No. 1639.)

Road Vehicles (Period Licensing) Order, 1960. (S.I. 1960 No. 1023.)

Road Vehicles (Period Licensing) (Variation) Order, 1960. (S.I. 1960 No. 1640.)

Road Vehicles (Registration and Licensing) (Amendment) Regulations, 1960. (S.I. 1960 No. 1648.)

Rules of the Supreme Court (No. 2), 1960. (S.I. 1960 No. 1262 (L.12).)

Slaughter of Animals (Prevention of Cruelty) Regulations, 1958 (S.I. 1958 No. 2166), reg. 5.

Slaughterhouses (Hygiene) Regulations, 1958 (S.I. 1958 No. 2168), Pts. I, II, regs. 19 (1), 25 (*f*), 32.

3rd — Wages Regulation (Cutlery) Order, 1960. (S.I. 1960 No. 1675.)

Wages Regulation (Cutlery) (Holidays) Order, 1960. (S.I. 1960 No. 1676.)

Wages Regulation (Sack and Bag) Order, 1960. (S.I. 1960 No. 1649.)

5th — Wages Regulation (Flax and Hemp) Order, 1960. (S.I. 1960 No. 1713.)

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of "The Solicitors' Journal"]

Pots, Kettles and Things

Sir,—A helpful correspondent has pointed out that I have erred in the penultimate paragraph of this article (p. 754). Since the *Miskin Lower Justices* case was decided, the Maintenance Orders Act, 1958, has been passed, s. 16 of which provides, *inter alia*, that imprisonment for arrears under a maintenance, guardianship, affiliation or contribution order does not extinguish the debt.

One usually puts one's foot in it when pointing out slips made by others. May this be a lesson to me.

Apologies to you, Sir, and to your readers.

Yours in sackcloth and ashes,

J. K. H.

Experienced Managing Client

Sir,—We thought we had observed a tendency for some clients to treat their solicitors as legal secretaries or expert clerks and we think we have now received confirmation of this, for a client of ours who was proposing to purchase a house being built on a building estate has left with us a letter from the builders, part of which reads as follows :—

"We have now forwarded to our solicitors draft contracts of the sale of the above plot for them to forward to your solicitors."

PINHORN & Co.

London, S.W.6.

COURT OF PROTECTION NOTICE

MENTAL HEALTH ACT, 1959

COURT OF PROTECTION RULES, 1960

Part VIII of the above Act and the Rules come into force on 1st November, 1960.

Forms for the use of solicitors in proceedings in the Court of Protection will continue to be printed as heretofore and may be obtained from the Court office at 25 Store Street, London, W.C.1, or the Inland Revenue Forms Room, Room 7, at the Royal Courts of Justice, London, W.C.2.

Any form prescribed by a rule revoked by the Court of Protection Rules, 1960, may, if it substantially corresponds to a form prescribed by those Rules, continue to be used in lieu of that form unless and until the Court otherwise directs (r. 103).

Applications submitted and supported by evidence on old printed forms may, for the time being, be accepted, save that after the 1st December, 1960, medical evidence must satisfy the requirements of s. 101 of the Mental Health Act, 1959, in every case, i.e., that the alleged patient is "by reason of mental disorder incapable of managing and administering his property and affairs."

E. F. ATKINSON,
Chief Clerk and Registrar,
Court of Protection.

26th September, 1960.

POINTS IN PRACTICE

Questions, which can only be accepted from practising solicitors who are subscribers either directly or through a newsagent, should be addressed to the "Points in Practice" Department, The Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. They should be brief, typewritten in duplicate, and accompanied by the name and address of the sender on a separate sheet, together with a stamped addressed envelope. Responsibility cannot be accepted for the return of documents submitted, and no undertaking can be given to reply by any particular date or at all

Vendor and Purchaser—Agreement to Affix Advertisement Hoarding—Whether Binding on Purchaser

Q. We act for an architect who recently purchased a shop with the intention of converting it into offices for his own occupation. In our preliminary inquiries we asked "so far as the vendor is aware have all covenants, agreements and conditions affecting the property been observed and complied with? Are there any such covenants, agreements or conditions not already disclosed?" The reply was "We will reply to this as soon as we obtain a copy of the covenants." We also asked "Please give particulars of all easements, quasi-easements, rights of way, water drainage and light and any other public or private rights or liabilities of any kind affecting the property." The reply was "The vendor is not aware of any, but the purchaser will take to any there may be." (Presumably the vendor's solicitors should have inserted the word "subject.") We also asked "Is there any fixture, fitting, appliance or other thing included in the sale or intended to be left on or affixed to the property which does not belong to the vendor?" The reply was "We will inquire." There was no further correspondence and contracts were exchanged. After the exchange of contracts the following requisition was raised: "Will the vendor confirm that if the preliminary inquiries made on behalf of the purchaser were repeated the replies at the present date would be the same as those already made and that they would be the same if answered by the vendor?" The reply was "Yes." During all this time there had been an advertisement hoarding on the property. Shortly after the purchaser completed the transaction and went into occupation a year's rent was paid in respect of the advertisement hoarding. Evidently the advertising contractors had been informed that our client was the new owner. This surprised our client as he had evidently expected that the hoarding could be removed. He felt it was unprofessional for an architect to have a hoarding on his building and negotiated with the advertising contractors for a surrender of their right to use the hoarding. It transpired that the agreement on which the advertising contractors relied was for five years and thereafter until twelve months' previous notice in writing had been given by either party to the other. It had been made by a predecessor in title of the vendor but the vendor must have known of it. Eventually some £18 had to be paid in order to secure the removal of the hoarding. Can the purchaser recover this from the vendor? The vendor's solicitors contend that it is our client's responsibility because he could have been aware of the advertisement when he contracted to buy. They also state that the agreement was not binding on him and he could have removed it without anyone's permission. They finally state that "the agreement came to an end by inference when the clients sold the property." Is the purchaser likely to succeed in an action for the £18 he has paid?

A. In our view the agreement with the advertising contractors was at best a contractual licence and not a lease. See *Wilson* v. *Taverner* [1901] 1 Ch. 578. How far a contractual licence affects third parties is a moot point. For a discussion of the authorities see Megarry and Wade on Real Property, 2nd ed., p. 748. We have no doubt, however, that the decision of the House of Lords in *King* v. *David Allen & Sons (Billposting), Ltd.* [1916] 2 A.C. 54, which is directly in point, states the present legal position. In our view therefore the purchaser was not bound by the agreement and the vendor is not liable.

Will—Lapse—Legacy to Grandson

Q. A by her will left a legacy to her grandson *B*. *B* died before *A*, leaving a widow and one child, and another child was born shortly after *B's* death. Both children were living at the time of *A's* death. *B* left a will. Does s. 33 of the Wills Act prevent lapse, and if so will the legacy form part of *B's* estate and be distributable in accordance with the terms of his will? Are there any decided cases on the point?

A. On the facts given, s. 33 of the Wills Act, 1837, does prevent lapse and the legacy does form part of *B's* estate and is distributable in accordance with his will. We refer you to the following cases: *Johnson* v. *Johnson* (1843), 3 Hare 157; *Re Scott* [1901] 1 K.B. 228 (note the effect of s. 29 of the Finance Act, 1958); *Re Pearson* [1920] 1 Ch. 247; and *Re Basioli* [1953] Ch. 361; 1 All E.R. 301 (where all the decided cases are mentioned).

NOTES AND NEWS

THE SOLICITORS' LAW STATIONERY SOCIETY, LTD.

INTERIM DIVIDEND AND SCRIP ISSUE

The Directors announce the payment of an interim dividend of 6 per cent., less income tax, on account of the year 1960 (against 4 per cent. in 1959). Warrants will be posted on 25th October. While the rate of increase in sales during the first few months of the year has not been maintained, the Directors expect that the profit for the year will exceed that for 1959. It is stated, however, that the increase in the interim dividend must not be taken as indicating an increase in the total dividend for the year.

A valuation of the Society's freehold premises has been made and a substantial excess over the book value is shown. The Directors intend shortly to recommend the capitalisation of part of the excess by the issue of one share for every two held. Registers will be closed from 17th to 25th October, inclusive.

Personal Notes

Mr. Donald Ewan Cheslyn Callow, solicitor, of Warrington, was married on 24th September to Miss Elizabeth E. Beazley, of Neston.

Mr. Michael Herbert Coulthard solicitor, of Carlisle, was married on 24th September to Miss Felicity Ann Scott, of Bradford.

Honours and Appointments

Mr. Brian Theodore Buckle, Chancellor of the Diocese of Southwell and Secretary of the Church Assembly Legal Board, has been appointed to succeed Mr. K. M. Macmorran, Q.C., on his retirement as Chancellor of the Diocese of Chichester.

Colonel Richard Home Studholme, solicitor, took office as a Sheriff of the City of London on 29th September.

Mr. John Idowu Conrad Taylor, judge of the High Court, Western Region, Federation of Nigeria, has been appointed judge of the Federal Supreme Court, Federation of Nigeria.

"THE SOLICITORS' JOURNAL"

Editorial, Publishing and Advertising Offices: Oyez House, Breams Buildings, Fetter Lane, London, E.C.4. Telephone: CHAncery 6855.

Annual Subscription: Inland £4 10s., Overseas £5 (payable yearly, half-yearly or quarterly in advance).

Classified Advertisements must be received by first post Wednesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).

Classified Advertisements

PUBLIC NOTICES—INFORMATION REQUIRED—CHANGE OF NAME
3s. per line as printed

APPOINTMENTS VACANT—APPOINTMENTS WANTED—PRACTICES AND PARTNERSHIPS and all other headings
12s. for 30 words. Additional lines 2s. Box Registration Fee 1s. 6d. extra

Advertisements should be received by first post Wednesday for inclusion in the issue of the same week and should be addressed to THE ADVERTISEMENT MANAGER, SOLICITORS' JOURNAL, OYEZ HOUSE, BREAMS BUILDINGS, FETTER LANE, E.C.4. CHAncery 6855

PUBLIC NOTICES

COUNTY BOROUGH OF BURY

Applications invited for appointment of ASSISTANT SOLICITOR within Special Scale £890—£1,245. Commencing salary based on experience. Previous Local Government experience desirable, but not essential.

Applications, together with the names of two referees, must reach me by 15th October, 1960.

EDWARD S. SMITH,
Town Clerk.

Town Hall,
Bury.

23rd September, 1960.

BOROUGH OF SUTTON AND CHEAM

APPOINTMENT OF LEGAL ASSISTANT

The Council invite applications for the appointment of a Legal Assistant in the Town Clerk's Department.

The salary will be within Grade A.P.T. III £880—£1,065 p.a.), plus London Weighting.

Applicants should have had sound general legal experience and previous local government experience is desirable, but not essential.

Applications stating age, experience and qualifications together with the names of two referees, must reach the undersigned not later than Wednesday, 19th October, 1960.

A. PRIESTLEY,
Town Clerk.

Municipal Offices,
Sutton,
Surrey.

ST. PANCRAS BOROUGH COUNCIL

APPOINTMENT OF ASSISTANT SOLICITOR

Applications invited for above appointment. J.N.C. Scale C—at present £1,385–£1,620. Candidates must be admitted solicitors with considerable experience in conveyancing and Court work. Local government experience desirable. Applicants must disclose if related to any member or senior officer of the Council. Canvassing disqualifies. No housing accommodation. 5-day week. Apply by letter, with names of three referees stating earliest date able to commence duty. Closing date, 14th October.

R. C. E. AUSTIN,
Town Clerk.

St. Pancras Town Hall,
Euston Road,
London, N.W.1.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED

Notice is hereby given that the REGISTER OF MEMBERS of the Society will be CLOSED from the 17th October to 25th October, 1960, both days inclusive, for Transfers and Dividend Mandates.

By Order of the Board.
C. MONT,
Secretary.

Oyez House, Breams Buildings,
Fetter Lane, London, E.C.4.
4th October, 1960.

CITY OF PLYMOUTH

TOWN CLERK'S OFFICE

Appointment of—

(1) CHIEF ASSISTANT SOLICITOR

(2) ASSISTANT SOLICITOR

Applications are invited for the above appointments. The duties of appointment (1) comprise the general legal and administrative work of a Town Clerk's Office and in addition certain duties in connection with the office of Clerk of the Peace. Salary in accordance with lettered Grade D (£1,520–£1,755) plus £200 per annum for the duties of Assistant Clerk of the Peace.

The salary for appointment (2) will be within A.P.T. Grades IV–V (£1,065–£1,375) according to age and experience.

Applications stating age, qualifications and experience, and the names of two referees to the Town Clerk, Pounds House, Peverell, Plymouth not later than 12th October, 1960.

LONDON COUNTY COUNCIL

Applications invited from men and women under 40 on 24th October, 1960, with several years' practical experience in a solicitor's office, for appointment as LAW CLERKS in the Legal and Parliamentary Department. Commencing salary according to ability and experience on a scale rising to £1,250. Pension scheme. Particulars and form (returnable by 24th October, 1960), from Solicitor (S/SJ/2574/10), County Hall, S.E.1. (" Law Clerk ").

CRAWLEY URBAN DISTRICT

(Population 52,000)

ASSISTANT SOLICITOR

Assistant Solicitor required. Salary within A.P.T. Grade V (£1,310–£1,480 per annum), plus temporary local weighting of £45. National Conditions and Superannuation Acts apply. Assistance with provision of housing accommodation if required. Applications stating age, qualifications, present position and giving details of experience, with names of two referees to the undersigned by 14th October, 1960.

R. W. J. TRIDGELL,
Clerk of the Council.

Robinson House,
Robinson Road,
Crawley, Sussex.

BOROUGH OF ACCRINGTON

ASSISTANT SOLICITOR

Applications are invited for the appointment of Assistant Solicitor in the Town Clerk's Department, at a salary within Special Scale (£890–£1,245 per annum). Commencing salary according to experience.

The post is permanent and superannuable.

Housing accommodation will be available, if required.

Applications, giving details of age, date of admission, qualifications and experience, and the names of two referees, must reach me by Monday, the 17th October, 1960.

JACK GARTSIDE,
Town Clerk.

Town Hall,
Accrington.

BOROUGH OF CASTLEFORD

Applications are invited for the appointment of ASSISTANT SOLICITOR in the Town Clerk's Department. Commencing salary, according to experience, within Special Scale £890–£1,245. Previous local government experience desirable but not essential. Applications from newly qualified solicitors will be considered.

N.J.C. Service Conditions; superannuable; terminable by one month's notice on either side. The successful applicant will be required to pass satisfactorily a medical examination.

If required, housing accommodation will be provided for a successful married applicant.

Applications on forms obtainable from me, to be returned by the 22nd October, 1960.

Canvassing disqualifies.

ERNEST HUTCHINSON,
Town Clerk.

Town Hall,
Castleford,
Yorkshire.

BOROUGH OF DAGENHAM

APPOINTMENT OF SECOND ASSISTANT SOLICITOR

Applications are invited for the appointment of Second Assistant Solicitor in my Department. Salary scale £835 × £40–£1,165 per annum (subject to revision following recent National award) plus London weighting (age 21–25, £25 per annum, age 26 and over, £40 per annum).

This post offers an excellent opportunity for a Solicitor (or a Solicitor awaiting admission) to obtain wide experience of local government law and administration prior to advancing to the higher graded positions of the service.

Forms of application, together with further details of the post, obtainable from the undersigned. Closing date for applications is 22nd October, 1960.

KEITH LAUDER,
Town Clerk.

Civic Centre,
Dagenham.

LONDON COUNTY COUNCIL

The London County Council invites applications for appointment as ASSISTANT SOLICITORS (previous local government service not essential). Starting salary £990–£1,250 according to qualifications and experience. Clear run to £1,500 for capable man or woman, with good prospects of further promotion. Details and application form, returnable by 24th October, 1960, from Solicitor (S/SJ/2576/10) (" Assistant Solicitor "), County Hall, S.E.1.

CITY AND COUNTY OF BRISTOL

CONVEYANCING CLERK

Applications are invited for the position of Conveyancing Clerk on Grade A.P.T. II (£815–£960). Five-day week; Superannuation Scheme. Candidates should have a sound knowledge of all aspects of conveyancing.

Applications giving full particulars of age, experience, qualifications, present position and salary with the names of two referees to the Town Clerk, The Council House, Bristol, 1, by 17th October.

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★ Classified Advertisements ★

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APPOINTMENTS VACANT

ASSISTANT Solicitor recently qualified wanted for old-established general practice in Barnsley; willing to undertake advocacy. —Box 6396, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors require unadmitted Probate Clerk.—Write giving particulars with age, experience and salary required, to Box 6350, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors require debt collecting clerk, male or female. Good salary for person with qualifications.—Full details, stating age and experience to Box 7032, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BOOK-KEEPER / Conveyancing Clerk urgently required by medium size firm of S.W. London Solicitors. Progressive working conditions, five day week. Pension Scheme available for satisfactory applicant. Please write giving brief particulars of age and experience and stating salary required.—Box 7033, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG man or woman just leaving school offered excellent opportunity to join medium size highly progressive S.W. London Firm of Solicitors as Articled Clerk. For satisfactory applicant with good school record, no premium will be charged. Please write stating age and give details of examinations passed and other educational qualifications. Small salary can be paid from commencement of Articles to a satisfactory applicant.—Box 7034, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY Solicitors with large and growing practice require Probate Clerk capable of working with minimum supervision. Salary by arrangement according to experience between £750–£1,000 per annum.—Apply Box 7035, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CENTRAL London Solicitors require unadmitted Junior Conveyancing Clerk. L.V's. No Saturdays. Excellent salary. Very good opportunity for thorough grounding in Estate Development and Conveyancing in all its aspects. Congenial offices.—Box 7036, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING and Probate Assistant (admitted or unadmitted) required. Please state experience and salary required.—Charles & Co., 54a Woodgrange Road Forest Gate, London, E.7. MARyland 6167.

ELTHAM.—Conveyancing Clerk required for responsible and progressive post. Applicant should have had experience with firm of standing. Good commencing salary (London Scale) according to age and experience. —Please apply: The Principal, Edmund Hemming & Co., 99 High Street, Eltham, London, S.E.9.

LANCASHIRE Coast.—Unadmitted Managing Clerk required, principally to undertake Litigation, in large general practice. Good salary and prospects for right man.—Box 7039, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG Solicitor required by Bedfordshire firm who are opening new branch. Opportunity for energetic and active young man who wishes good salary with percentage.—Box 7014, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LARGE Provincial office near Western Home Counties invites applications for following positions. (For positions 1, 2, and 3 a good draughtsman with wide experience is essential).

1. A Conveyancing Senior.
2. Senior with general experience in Conveyancing and Probate work and other matters contentious and non-contentious generally met with in provincial practice.
3. A Probate and Trust Senior.
4. A Junior for training in Trust Accounts and Probate and later some Conveyancing (if desired by applicant).

Unadmitted men or women preferred, but admitted men considered for Position 1.

Generous salaries in each case according to age and experience and by arrangement; housing assistance given if required. Please write stating age and experience and stating for which position application is being made to Box 7037, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LONDON

Solicitor, aged 30–35, required to be responsible for conveyancing section of major company. Applicants must have good conveyancing ability and experience. Progressive salary, contributory pension scheme. Apply giving details of age and experience to Box 7057, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LANCASHIRE Coast.—Young Assistant Solicitor required in large general practice. Experience in Litigation and advocacy an advantage but newly admitted man considered. Prospects of partnership. State salary required.—Box 7040, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LARGE firm of City Solicitors require experienced Conveyancing Clerk, male or female, for promotion to Managing Clerk. Good salary paid to applicant with suitable qualifications. 5-day week, Luncheon Vouchers, Pension Scheme. Write stating age and experience.—Box 7041, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG Solicitor required for busy City office, principally conveyancing, but experience in general work useful. Five-day week, short hours, luncheon vouchers, pension scheme.—Apply stating salary required and experience to Box 6980, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

OLD-ESTABLISHED North London firm urgently require Assistant Solicitor or experienced Clerk to assist in busy conveyancing practice. Salary in accordance with experience. Permanent position for suitable applicant.—Box 6934, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST Country Solicitors, busy General practice require Solicitor to undertake mainly Conveyancing and Probate but some advocacy. Some experience preferable but post would suit newly admitted Solicitor. Salary by arrangement according to experience. Good prospects for suitable applicant.—Box 7061, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EXPERIENCED unadmitted Conveyancing and Probate Managing Clerk required for busy practice in Worcestershire. Substantial salary.—Box 7015, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CLERK wanted in office of Finance House to handle County Court work. Start £1,000 p.a. and Luncheon Vouchers.—Apply Managing Director, Simplex Securities Ltd., 125 Greenwich High Road, London, S.E.10. Tel.: Greenwich 5758.

SOLICITORS in South London require experienced clerk, aged 25/35, as assistant to litigation Manager; knowledge of Divorce and County Court work, Accident Claims, etc., and able to interview Clients. Good salary paid according to age and experience.—Box 7046, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

A YOUNG Solicitor is required by South Lancashire Solicitors with large and varied practice. Excellent experience in all branches is available and the opportunity of working under the supervision of a First Class Honours and Mackrell Prizeman. Salary will be commensurate with ability and the right man can look forward to first-class prospects of advancement."—Box 7047, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CONVEYANCING Clerk required by old-established Maidstone Solicitors. Experience essential and a knowledge of Probate desirable. Pension Scheme if required. Please apply stating age, experience and salary required.—Box 7049, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor required for conveyancing work in an old-established and expanding practice in a County Town in the West Midlands. Excellent chance for newly admitted man or woman. Salary by arrangement.—Box 7050, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT SECRETARY

for the

F. PERKINS GROUP OF COMPANIES

PETERBOROUGH

Applicants should be aged between 26 and 45 and have had administrative experience in industry. They should preferably be solicitors or barristers or have the Institute of Secretaries' qualification.

This post carries direct responsibility for Pensions, Insurance, Trade Marks and other general secretarial responsibilities. The successful candidate will be expected to deputise for the Company Secretary and to assist in the negotiation of technical aid and licensing agreements, etc.

Starting salary not less than £1,500 per annum, depending on age and experience. Good pension scheme and assistance with house purchase available.

Apply to the Secretary, F. Perkins Limited, Peterborough.

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★ Classified Advertisements ★

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APPOINTMENTS VACANT—*continued*

YOUNG Solicitor with some clientele is offered facilities or similar arrangement by small but expanding practice in E.C.1, with a view to ultimate partnership.—Box 7048, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BARRISTER or Solicitor, 30–40, required at their Chief Office in London by large business concern with international connections for the specialist legal, taxation and financial work of a group of companies. Initiative and experience in company, trust and taxation law essential. First-class education and references. High salary and excellent prospects for right man. Pension Scheme and other advantages. Reply with brief particulars under heading "Bar. or Sol." to Box 7058, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BOOKKEEPER, experienced, required by Solicitors, W.C.2, able to handle income accounts and insurances, tax returns and simple trust accounts. Five-day week, luncheon vouchers.—Box 7059, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

ASSISTANT Solicitor required with experience in Conveyancing and Probate.—George Scott & Son, 10 Coronation Street, South Shields.

LONDON

INSURANCE Company requires Assistant Solicitor under 35 years for its Legal Department. Good salary and excellent prospects. Work is varied but mainly conveyancing and company matters. Pension Scheme and house purchase facilities.—Box 7060, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

EXPERIENCED Litigation Clerk, West London area. Five-day week. Pension Scheme. Small newly decorated unfurnished flat available. Write giving full particulars.—Box 7062, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

BIRMINGHAM.—Solicitor requires qualified admitted Assistant, mainly Conveyancing. Minimum commencing salary £20 per week. Modern offices. Progressive position.—Box 7063, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

JACOBS BIRD & COMPANY, 20 Waterloo Street, Birmingham, 2, have vacancy for unadmitted Conveyancing Assistant. Salary according to experience but minimum of £18 per week.

ENFIELD Solicitors with rapidly expanding practice require experienced Conveyancing Managing Clerk capable of handling a large volume of work without supervision; Salary according to experience but £1,200 approximately for suitable applicant.—Box 7051, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

CITY OF LINCOLN.—Assistant Solicitor required by old-established general practice for pleasantly varied work including some advocacy. Substantial salary.—Box 7052, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST END firm requires assistant in Probate Department. Excellent opportunity for advancement. Salary commensurate with services offered. Write with details.—Box 7018, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WESTON-SUPER-MARE progressive practice requires qualified assistant, two-year contract will be given subject to probationary period and at the end Partnership will be considered. Work mainly Conveyancing.—Box 7053, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

WEST MIDLANDS.—Conveyancing and Probate Assistant required for small general practice. Salary according to experience but £1,000–£1,200 approximately for suitable applicant. Good prospects.—Box 6731, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SUBSTANTIAL and very long established general practice, 40 miles North-East of London, seek assistant Solicitor. Excellent opportunity with generous salary and partnership prospects for right man.—Box 7056, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SIDCUP, Kent (close by station), Conveyancing assistant required; typing essential. Salary £624 per annum.—Ring Forest Hill 0551.

APPOINTMENTS WANTED

SOLICITOR qualified one year seeks litigation experience in London.—Box 7054, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

YOUNG married Solicitor, with small clientele of his own (but not sufficient to be kept busy full-time), is anxious for part-time employment with firm whose conveyancing department is perhaps overburdened at the moment; alternatively would consider perusing Abstracts, drafting, completions, etc., by post. North London area preferably, but, in fact, anywhere in London. Write Box 7066, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

LOCUM.—Solicitor of wide experience available London or surburbs or would manage practice; full or part-time.—Box 7067, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PRACTICES AND PARTNERSHIPS

PARTNER required for South Coast practice. Good general experience including Advocacy. Aged about 30 and C. of E. No payment required for goodwill and absence of capital no handicap. Salary during probationary period up to £1,500 per annum and initial share producing £1,500 rising to £2,200 over five years. Car provided if necessary or car allowance given. Write with full details of education, experience and family.—Box 7064, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

SOLICITOR with small but busy conveyancing practice wishes to amalgamate with solicitor or firm having accommodation or would purchase share or succession. London, W.1, or City.—Box 7065, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PREMISES, OFFICES, ETC.

SHARED Office Accommodation. Surveyors and Valuers with compact and fairly prominent ground floor offices close to the North West Kent/South East London border willing to share with solicitor. Secretarial staff if required, by arrangement. Replies in confidence.—Box 7038, Solicitors' Journal, Oyez House, Breams Buildings, Fetter Lane, E.C.4.

PROPERTY INVESTMENTS

INVESTMENTS REQUIRED

ACTIVE enquiries in hand for good-class shop investments, blocks of flats, freehold ground rents and weekly investments of all types.—Details in confidence to Cowdrey, Phipps & Hollis, F.A.L.P.A., Investment Department, 140 Park Lane, Marble Arch, W.1. MAYfair 1329 (2 lines).

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